

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 <b>of</b> 95
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W56HZV-07-R-0656		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JUL10	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ATBA WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  WEAPON SYSTEM: WPN SYS: N5			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 01:00pm (hour) local time 2007AUG20 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> JACK LINGENFELTER <b>E-mail address:</b> JACK.LINGENFELTER1@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586)574-8142
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**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>			<b>17. Signature</b>
<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>		<b>25. Payment Will Be Made By</b> <b>Code</b>	
<b>SCD</b> <b>PAS</b> <b>ADP PT</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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## Name of Offeror or Contractor:

### SECTION A - SUPPLEMENTAL INFORMATION

#### Section A Supplemental Information (Executive Summary)

##### A.1 GENERAL.

The Army is seeking a complete fully integrated Air Conditioning (AC) retrofit kit for the M1114 Up-Armored High Mobility Multipurpose Wheeled Vehicle (UAH). The solution must provide a significant improvement in cooling performance of the crew compartment over the current AC system, not interfere with the other installed systems, not affect safe vehicle and crew operation, be maintainable by Soldiers in the field, and be compatible with current Army maintenance equipment and tools. The solicitation WHZV56-07-R-0656, attachments and associated information are posted on the M1114 UAH AC retrofit kit home page of the World Wide Web at the following site:

[HTTP://CONTRACTING.TACOM.ARMY.MIL/MAJORSYS/M1114AC/M1114AC.HTM](http://contracting.tacom.army.mil/majorsys/M1114AC/M1114AC.HTM)

A.2 SYSTEM DESCRIPTION. The M1114 UAH is an Up-Armored HMMWV weapons carrier that has a crew of 4-5 Soldiers (four seated occupants and one gunner) armored to specific requirements, and supports a variety of PM Light Tactical Vehicle approved kits and mission equipment. The base M1114 chassis is the Enhanced Capacity Vehicle (ECV) chassis, featuring a 6.5L turbo charged engine, improved suspension, electronically controlled transmission, and winch. Current rated Gross Vehicle Weight (GVW) is 12,100 lbs, but M1114s are currently being operated at Combat Loaded (CL) weights up to 16,000 lbs (mission or unit dependent).

A.3 ACQUISITION APPROACH. It is the Governments intent to award a firm fixed priced contract with a base quantity and option quantities covering a 2 year period, on a Best Value basis. The base quantity will include 13,132 each AC retrofit kits, Authorized Stockage Level (ASL) parts and Initial Push Package parts and an option for Contractor Field Support Representative (FSR) assistance. The option period requirements are detailed in Section B of the solicitation. The Government will use formal source selection procedures to determine and select one offeror whose proposal represents the Best Value to the Government.

A.3.1 Hardware Demonstration. The proposal evaluation and selection process will include a hardware performance demonstration by each Offeror at TACOM LCMC. The demonstration hardware will be submitted with the Offerors written proposal.

A.3.2 First Article Test (FAT). The selected Contractor will be required to deliver six (6) First Article Test (FAT) AC retrofit kits to a designated Government testing facility within 30 days after contract award. After successful completion of FAT, the Contractor may be granted approval by the PCO to commence kit production and Government acceptance of the kits. The PCO may also grant conditional approval under the terms of the FAT Clause in Section E.

A.4 PROPOSAL. Offerors proposals are due by 1300 hours on 20 AUG 2007. Specific details on information required for the proposals are contained in Section L of this solicitation. Offerors are requested to submit the Past Performance sub-volume to Jack Lingenfelter by email at: \\*HYPERLINK "mailto:jack.lingenfelter1@us.army.mil" [jack.lingenfelter1@us.army.mil](mailto:jack.lingenfelter1@us.army.mil) twenty days prior to the proposal due date, but in any case no later than the date set for receipt of proposals. The Offer is responsible for providing the Past Performance Questionnaire at Attachment 10 to their five most recent and relevant points of contact.

A.4.1 RESPONSIVENESS. For an Offerors submission to be considered responsive to this solicitation, it must be complete, stand-alone proposal addressing all solicitation requirements. Offerors proposals must be comprehensive; fully responsive to the information requested in the solicitation; and reflect the Offerors best prices and sincere intent to perform to the contracts terms and conditions should a contract be awarded to them. Non-responsive solicitations will not be considered for Government evaluation.

A.4.2 M1114 UAH DATA. As Offerors develop their proposals, two (2) M1114 UAHs will be made available at the TACOM LCMC, Warren, Michigan for their supervised inspection and measurement (no hardware trial fitment or further disassembly of these vehicles is authorized). All requests for supervised access to these vehicles at TACOM LCMC can be coordinated through Jack Lingenfelter, (586) 574-8142, email: \\*HYPERLINK "mailto:jack.lingenfelter1@us.army.mil" [jack.lingenfelter1@us.army.mil](mailto:jack.lingenfelter1@us.army.mil) or the alternate Adam Gotshaw, (586) 753-2328, email: \\*HYPERLINK "mailto:adam.gotshaw@us.army.mil" [adam.gotshaw@us.army.mil](mailto:adam.gotshaw@us.army.mil). Government M1114 operating and maintenance technical manuals will be made available through a link on the TACOM M1114 UAH AC Retrofit Kit web page.

A.4.3 TACOM LCMC ACCESS. TACOM LCMC is a secure military facility, and prior visitation coordination is required in order to satisfy facility security requirements. The U.S. Government has very strict requirements for gaining admittance to TACOM LCMC. Please contact the U.S. Army Garrison Detroit Arsenal (586) 574-5697 for the current security requirements at TACOM LCMC.

A.4.4 MEETINGS. The Government reserves the right to hold meetings at TACOM LCMC including Government and Offeror discussions (at the Governments option) during the proposal evaluation phase, debriefings, program meetings, etc. The winning offeror will also be required to attend meetings, conduct coordination, and support testing at Government test facilities. There are no Government-Offeror meetings planned prior to proposal and bid sample submission. Government-Offeror information sharing will be made via question and answer procedures described in A.5 below.

##### A.5 QUESTIONS AND INFORMATION:

A.5.1 Requests for Information. All requests for information pertaining to the M1114 UAH shall be forwarded Jack Lingenfelter, (586)

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**Name of Offeror or Contractor:**

574-8142, email address: \\*HYPERLINK "mailto:jack.lingenfelter1@us.army.mil" jack.lingenfelter1@us.army.mil or the alternate, Adam Gotshaw, (586) 753-2328, email: \\*HYPERLINK "mailto:adam.gotshaw@us.army.mil" adam.gotshaw@us.army.mil.

A.5.2 The Government will regularly post all changes, amendments and updates to the solicitation as well as answers to any industry-generated questions, on this site. Offerors are responsible to periodically review and monitor M1114 UAH AC Retrofit Kit web page to ensure they have the most current information for this solicitation. If you have any questions regarding web access, direct them to the TACOM LCMC Electronic Contracting Help Desk at email: /\*HYPERLINK mailto:accenweb@tacom.army.mil

A.6 EXHIBIT AND ATTACHMENTS:

Exhibit A CDRLs A001- A008  
Exhibit B Associated DIDs  
Attachment 1 HMMWV Specification ATPD 2099C (Amd 02, 6 Nov 00)  
Attachment 2 M1114 UAH Approved Kit List  
Attachment 3 Contractor Recommended Authorized Stockage List (ASL) Parts List & Initial Push Package Parts List  
Attachment 4 Table I Classification of Inspections and Tests  
Attachment 5 Table II Simulated Engine RPMs Testing Cycles & Schedule  
Attachment 6 Table 504.4-II Higher Temperature Cycles, Climate Category  
Attachment 7 Dust Test Conditions  
Attachment 8 Sample Pricing Matrix  
Attachment 9 Sample Delivery Schedule  
Attachment 10 Past Performance Questionnaire  
Attachment 11 - Demo Schedule

Reference documents to be posted with links on the M1114 UAH AC Retrofit Kit Web page:

M1114 Heat Chamber Test Results  
M1114 Combined Safety Smart Card (VER2 Mar 22, 06)  
M1114 Operator Manual (TM 9-2320-387-10)  
M1114 Maintenance Manual (TM 9-2320-387-24-1&2)  
M1114 RPSTL Manual (TM 9-2320-387-24P)

\*\*\* END OF NARRATIVE A0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
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(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) The proper TACOM addresses for offer submission are:

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**Name of Offeror or Contractor:**

(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: Email your offer to:offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

A-3      52.214-4000      ACKNOWLEDGMENT OF AMENDMENTS      OCT/1993  
Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[End of clause]

A-4      52.214-4003      ALL OR NONE      MAR/1998  
(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  
For all FSR CLINs, I/A/W SOW Paragraph C.6, the offeror shall provide in the Price Area Volume the following information:  
  
Fixed price per hour, supported by a breakout of direct labor, other direct costs, overhead, G&A, Profit, and differentials such as danger pay.

\*\*\* END OF NARRATIVE B0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 999999999 SECURITY CLASS: Unclassified				
1001AA	<p><u>BASE YEAR AC RETROFIT KITS</u></p> <p>NOUN: UAH AC RETROFIT KITS PRON: JZ79R964JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>For CLIN requirement please see Section C - Scope of Work.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV7170S300 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> 000 <u>DEL REL CD QUANTITY DEL DATE</u> 001 13,132 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	13132	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 999999999 SECURITY CLASS: Unclassified				
1002AA	<p>FIRST ARTICLE TEST (FAT) AC UNIT</p> <p>NOUN: FAT AC UNIT            PRON: JZ79R975JZ PRON AMD: 01            AMS CD: 51108992013</p> <p>For requirement of CLIN please see Section I            Clause - 52.209-4 - First Article Approval -            Government Testing.</p> <p>Please provide Unit Price in Attachment 8 of this            Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            001 W56HZV7180S300 Y00000 M 3  <u>PROJ CD BRK BLK PT</u>            000  <u>DEL REL CD QUANTITY DEL DATE</u>            001 6 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO:            (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE            (SHIP-TO) WILL BE FURNISHED PRIOR            TO THE SCHEDULED DELIVERY DATE FOR            ITEMS REQUIRED UNDER THIS            REQUISITION.</p>	6	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 999999999 SECURITY CLASS: Unclassified				
1003AA	<p><u>INITIAL PUSH PACKAGE 100 PKGS - BASE YEAR</u></p> <p>NOUN: INITIAL PUSH PACKAGE-BASE YR PRON: JZ79R976JZ      PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.2 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                      SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 001    W56HZV7180S301    Y00000    M                      3          <u>PROJ CD</u>        <u>BRK BLK PT</u>          000 <u>DEL REL CD</u>        <u>QUANTITY</u>        <u>DEL DATE</u> 001                      1                      30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE                  (SHIP-TO) WILL BE FURNISHED PRIOR                  TO THE SCHEDULED DELIVERY DATE FOR                  ITEMS REQUIRED UNDER THIS                  REQUISITION.</p>	1	PG	\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB	<p><u>INITIAL PUSH PACKAGE - 50 PACKAGES</u></p> <p>NOUN: UAH AC RETROFIT KITS PRON: JZ79R964JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.2 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p>Please see Section C - Scope of Work - C.4.12.2 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV7170S300 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> 000 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
1003AC	<p>INITIAL PUSH PACKAGE - 20 PACKAGES</p> <p>NOUN: UAH AC RETROFIT KITS PRON: JZ79R964JZ      PRON AMD: 01 AMS CD: 51108992013</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W56HZV7170S300</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr><tr><td></td><td>PROJ CD</td><td colspan="4">BRK BLK PT</td></tr><tr><td></td><td colspan="5">000</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td colspan="4">DEL DATE</td></tr><tr><td>001</td><td>1</td><td colspan="4">30-JUN-2008</td></tr></table> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                  (SHIP-TO) WILL BE FURNISHED PRIOR                  TO THE SCHEDULED DELIVERY DATE FOR                  ITEMS REQUIRED UNDER THIS                  REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV7170S300	Y00000	M		3		PROJ CD	BRK BLK PT					000					DEL REL CD	QUANTITY	DEL DATE				001	1	30-JUN-2008				1	EA	\$ _____	\$ _____
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001	1	30-JUN-2008																																													

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
1004	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 99999999 SECURITY CLASS: Unclassified																																														
1004AA	<p>ASL PARKTS 50 PKG - BASE YEAR</p> <p>NOUN: ASL PARTS 50 PKG - BASE YR PRON: JZ79R977JZ      PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.1 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>See Section D</p> <p>(End of narrative D001)</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W56HZV7180S302</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr><tr><td></td><td>PROJ CD</td><td colspan="4">BRK BLK PT</td></tr><tr><td></td><td colspan="5">000</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td colspan="4">DEL DATE</td></tr><tr><td>001</td><td>50</td><td colspan="4">30-JUN-2008</td></tr></table> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV7180S302	Y00000	M		3		PROJ CD	BRK BLK PT					000					DEL REL CD	QUANTITY	DEL DATE				001	50	30-JUN-2008				50	PG	\$ _____	\$ _____
DOC	SUPPL																																														
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																										
001	W56HZV7180S302	Y00000	M		3																																										
	PROJ CD	BRK BLK PT																																													
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DEL REL CD	QUANTITY	DEL DATE																																													
001	50	30-JUN-2008																																													

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0656 MOD/AMD	Page 12 of 95
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AB	<p><u>ASL PARTS 25 PACKAGES - BASE YEAR</u></p> <p>NOUN: ASL PARTS 25 PKGS - BASE YR PRON: JZ79R978JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.1 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV7180S303 Y00000 M 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 000 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 25 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	25	PG	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0656 MOD/AMD	Page 13 of 95
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
1004AC	<p><u>ASL PARTS 10 PACKAGES - BASE YEAR</u></p> <p>NOUN: ASL PARTS 10 PKGS - BASE YR PRON: JZ79R979JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.1 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p>Please see Section C - Scope of Work - C.4.12.2 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table data-bbox="261 1472 846 1654"> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr> <tr> <td>001</td><td>W56HZV7180S304</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr> <tr> <td></td><td>PROJ CD</td><td>BRK BLK PT</td><td></td><td></td><td></td></tr> <tr> <td></td><td>000</td><td></td><td></td><td></td><td></td></tr> <tr> <td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>10</td><td>30-JUN-2008</td><td></td><td></td><td></td></tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV7180S304	Y00000	M		3		PROJ CD	BRK BLK PT					000					DEL REL CD	QUANTITY	DEL DATE				001	10	30-JUN-2008				10	PG	\$ _____	\$ _____
DOC	SUPPL																																														
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001	W56HZV7180S304	Y00000	M		3																																										
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001	10	30-JUN-2008																																													

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	SECURITY CLASS: Unclassified				
1005AA	<div>FSR CONUS - BASE YEAR OPTION</div> <div>NOUN: FSR - UAH AC RETROFIT KITS PRON: JZ79R965JZ      PRON AMD: 01 AMS CD: 51108992013</div> <div>CLIN 1005AA is established for CONUS FSR Support.</div> <div>The FSR is scheduled to perform 255 Man-Days.</div> <div>For CLIN requirement please see Section C - Scope of Work.</div> <div>Please provide Unit Price in Attachment 8 of this Solicitation.</div> <div>Offered Price shall include air fare, local car rental, meals, and incidental expenses.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH      PERF COMPL <div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>30-SEP-2008</div></div></div> <div>\$</div>		DA		\$_____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	SECURITY CLASS: Unclassified				
1007AA	<p><u>FSR - AFGANISTAN - BASE YEAR OPTION</u></p> <p>NOUN: FSR - UAH AC RETROFIT KITS PRON: JZ79R965JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>CLIN 1007AA is established for OCUNUS FSR support in Afganistan. This is a base year option. 2 FSR's are required.</p> <p>Each FSR is scheduled to perform 365 Man-Days.</p> <p>For CLIN requirement please see section C - Scope of Work.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>Offered Price shall include air fare, local car rental, meals, and incidental expenses.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2008</p> <p>\$</p>		DA		\$



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	SECURITY CLASS: Unclassified				
1008AA	<p><u>FSR KUWAIT - BASE YEAR OPTION</u></p> <p>NOUN: FSR - UAH AC RETROFIT KITS PRON: JZ79R965JZ      PRON AMD: 01 AMS CD: 51108992013</p> <p>CLIN 1008AA is established for OCONUS FSR support in Afganistan. This is a base year option. 1 FSR is required.</p> <p>The FSR is scheduled to perform 365 Man-Days</p> <p>For CLIN requirement please see section C - Scope of Work.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>Offered price shall include air fare, local car rental, meals, and incidental expenses.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      0      30-SEP-2008</p> <p>\$</p>	DA		\$ _____	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 999999999 SECURITY CLASS: Unclassified				
2001AA	<p>AC RETROFIT KITS - 1ST OPTION</p> <p>NOUN: AC RETROFIT KITS - 1ST OPTION PRON: JZ79R980JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>For CLIN requirement please see Section C - Scope of Work.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV7081S305 Y00000 M 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 000 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 3,400 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	3400	KT	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 999999999 SECURITY CLASS: Unclassified				
2002AA	<p><u>PUSH PACKAGE-100 PKGS - IST OPTION PERIOD</u></p> <p>NOUN: INITIAL PUSH PKG-1ST OPTN PD PRON: JZ79R981JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.2 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV7180S306 Y00000 M 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 000 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	PG	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0656 MOD/AMD	Page 20 of 95
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB	<p><u>PUSH PACKAGE - 50 PKGS - 1ST OPTION PERIOD</u></p> <p>NOUN: UAH AC RETROFIT KITS PRON: JZ79R964JZ PRON AMD: 01 AMS CD: 51108992013</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV7170S300 Y00000 M 3 PROJ CD BRK BLK PT 000 DEL REL CD QUANTITY DEL DATE 001 1 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	EA	\$ _____	\$ _____
2002AC	<p><u>PUSH PACKAGE - 20 PKGS-1ST OPTION PERIOD</u></p> <p>NOUN: UAH AC RETROFIT KITS PRON: JZ79R964JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.2 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	EA	\$ _____	\$ _____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV7170S300 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> 000 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-JUN-2008  FOB POINT: Origin  SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
2003	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 999999999 SECURITY CLASS: Unclassified				
2003AA	<u>ASL PARTS 50 PACKAGE - 1ST OPTION PERIOD</u>  NOUN: ASL PARTS 50 PKG - 1ST OPTN PRON: JZ79R983JZ PRON AMD: 01 AMS CD: 51108992013  Please see Section C - Scope of Work - C.4.12.1 for CLIN requirement.  Please provide Unit Price in Attachment 8 of this Solicitation.  <div>(End of narrative B001)</div>  <u>Packaging and Marking</u> See Section D  <div>(End of narrative D001)</div>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u>	50	PG	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>DOC SUPPL</div> <div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div> <div><div>001</div><div>W56HZV7180S307</div><div>Y00000</div><div>M</div><div></div><div>3</div></div> <div><div>PROJ CD</div><div>BRK BLK PT</div></div> <div>000</div> <div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div> <div><div>001</div><div>50</div><div>30-JUN-2008</div></div> <div>FOB POINT: Origin</div> <div>SHIP TO:</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0656 MOD/AMD	Page 23 of 95
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
2003AB	<p><u>ASL PARTS 25 PACKAGE - 1ST OPTION</u></p> <p>NOUN: ASL PARTS 25 PKG-1ST OPTION PRON: JZ79R984JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.1 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p>Please see Section C - Scope of Work - C.4.12.2 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table data-bbox="264 1444 849 1627"> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td>W56HZV7180S308</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr> <tr> <td></td><td><u>PROJ CD</u></td><td><u>BRK BLK PT</u></td><td></td><td></td><td></td></tr> <tr> <td></td><td>000</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>25</td><td>30-JUN-2008</td><td></td><td></td><td></td></tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV7180S308	Y00000	M		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					000					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	25	30-JUN-2008				25	PG	\$ _____	\$ _____
DOC	SUPPL																																														
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																										
001	W56HZV7180S308	Y00000	M		3																																										
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																													
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001	25	30-JUN-2008																																													

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0656 MOD/AMD	Page 24 of 95
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AC	<p><u>ASL PARTS 10 PACKAGE - 1ST OPTION PERIOD</u></p> <p>NOUN: ASL PARTS 10 PKG-1ST OPTION PRON: JZ79R985JZ PRON AMD: 01 AMS CD: 51108992013</p> <p>Please see Section C - Scope of Work - C.4.12.1 for CLIN requirement.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV7180S309 Y00000 M 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 000 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 10 30-JUN-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	10	PG	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	SECURITY CLASS: Unclassified				
2004AA	<div>CONUS FSR - 1ST OPTION PERIOD</div> <div>NOUN: FSR SUPPORT PRON: JZ79R991JZ      PRON AMD: 01 AMS CD: 51108992013</div> <div>CLIN 2004AA is established for CONUS FSR support. This FSR is in support of the 1st option period.</div> <div>The FSR is scheduled to perform 255 man-days.</div> <div>For CLIN requirement please see section C - Scope of Work.</div> <div>Please provide Unit Price in attachment 8 of this Solicitation.</div> <div>Offered Price shall include air fare, local car rental, meals, and incidental expenses.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH      PERF COMPL REL CD      QUANTITY      DATE 001      0      30-SEP-2008</div> <div>\$</div>		DA		\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	SECURITY CLASS: Unclassified				
2005AA	<p><u>FSR IRAQ - 1ST OPTION PERIOD</u></p> <p>NOUN: FSR SUPPORT PRON: JZ79R991JZ      PRON AMD: 01 AMS CD: 51108992013</p> <p>CLIN 1006AA FSR support in Iraq is for 365 Man-Days for 3 FSR's.</p> <p>Please See Section C - Scope of Work - C.6 for CLIN description.</p> <p>Please provide Unit Price in attachment 8 of this Solicitation.</p> <p>Offered price shall include air fare, local car rental, meals, and incidental expenses.</p> <p>(End of narrative B001)</p> <p>CLIN 2005AA FSR support in Iraq is for 365 Man-Days for 2 FSR's.</p> <p>Please See Section C - Scope of Work - C.6 for CLIN description.</p> <p>Please provide Unit Price in attachment 8 of this Solicitation.</p> <p>Offered price shall include air fare, local car rental, meals, and incidental expenses.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      0      30-SEP-2008</p> <p>\$</p>	DA	\$ _____		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	SECURITY CLASS: Unclassified				
2006AA	<p><u>FSR AFGANISTAN - 1ST OPTION PERIOD</u></p> <p>NOUN: FSR SUPPORT PRON: JZ79R991JZ      PRON AMD: 01 AMS CD: 51108992013</p> <p>CLIN 1007AA is established for OCUNUS FSR support in Afganistan. This is a base year option. 2 FSR's are required.</p> <p>Each FSR is scheduled to perform 365 Man-Days.</p> <p>For CLIN requirement please see section C - Scope of Work.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>Offered Price shall include air fare, local car rental, meals, and incidental expenses.</p> <p>(End of narrative B001)</p> <p>CLIN 2006AA is established for OCUNUS FSR support in Afganistan. This will support the first option period. 1 FSR is required.</p> <p>The FSR is scheduled to perform 365 Man-Days.</p> <p>For CLIN requirement please see section C - Scope of Work.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>Offered Price shall include air fare, local car rental, meals, and incidental expenses.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      0      30-SEP-2008</p> <p>\$</p>	DA	\$ _____		



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 999999999 SECURITY CLASS: Unclassified				
3001AA	<p><u>AC RETROFIT KITS - 2ND OPTION</u></p> <p>NOUN: AC RETROFIT KITS-2ND OPTION PRON: JZ79R986JZ      PRON AMD: 01 AMS CD: 51108992013</p> <p>For CLIN requirement please see Section C - Scope of Work.</p> <p>Please provide Unit Price in Attachment 8 of this Solicitation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC    </p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
M1114 UP-ARMORED HMMWV Air Conditioning Retrofit Kits

Section C Work Statement

C.1 General. The Contractor shall provide a complete fully integrated air conditioning retrofit kit capable of cooling the M1114 Up-armored High Mobility Multipurpose Wheel Vehicle (UAH) crew compartment. The air conditioning retrofit kit must be compatible with the 200 AMP and 400 AMP alternators, the On Board Vehicle Power (OBVP), and the M1114 UAH crew compartment heater.

C.2 Requirements

C.2.1 System Performance. At 120°F with 1120W/m2 solar load, minimum required air flow for chamber temperature control and no heat loads from electronics or Soldiers in the vehicle, the AC shall:

C.2.1.1 Cooling. Cool the interior of the vehicle to an average of 90°F (Threshold) at all 4 seat positions within 60 minutes at any engine speed. Objective performance is 80°F under the same conditions. These conditions will be obtained with the hatch closed, and no additional heat loads other than those created by the engine and solar loading.

C.2.1.2 Dust Performance. Not degrade more than 10°F from the lowest average temperature obtained in C.2.1.1 due to high dust and sand intrusion.

C.2.1.3 Airflow Output. Provide total interior airflow that exceeds 400 cubic feet per minute (CFM).

C.2.2 Integration and Space Claim. The AC system shall be compatible with the M1114 UAH as defined in the ATPD 2099C, Amendment 2, dated 6 November 2000 at Attachment 1, and includes Fragment Kits 1, 1a, 2, and 5 and other M1114 UAH approved kits listed in Attachment 2. This includes the vehicles ability to heat the crew compartment and defrost the windshield.

C.2.2.1 Integration

C.2.2.1.1 Threshold - The AC system shall be integrated so that it does not interfere with normal or emergency ingress, egress, or operation of the vehicle with its five-man crew (four seated occupants and one gunner). The AC system shall be integrated so that it does not interfere with any PM-TV safety initiative equipment including the fire suppression system and gunners restraint system. The AC system shall be integrated so that it does not interfere with PM-LTV approved M1114 kits and other mission equipment (e.g., rear supplemental heater, objective gunner protection kit (OGPK), 400 AMP alternator, OBVP, radios, radio racks, ammunition stowage capacity, Counter RCIED Electronic Warfare (CREWS), spare tire carrier, and rack mounted devices).

C.2.2.1.2 Objective - The system shall take up an equal amount or less space as compared to the current AC system at each component location and meet C.2.2.1.1s conditions.

C.2.2.2 Airflow Controls and Distribution. The system shall incorporate variable airflow, for crew space air distribution, with no less than three (e.g. off, low, high) selectable airflow settings (speeds). System shall provide directional airflow for all four (4) M1114 UAH occupants.

C.2.2.3 Electrical Current Draw. Maximum electrical current draw for the AC system shall be no more than a Threshold of 40 Amps with an Objective of 25 Amps.

C.2.2.4 The AC system shall use R134a as the refrigerant.

C.2.3 Reliability. The AC system shall exceed 1,872 hours of operation before Mean Time Between System Failure with only routine operator level Preventative Maintenance Check and Services (PMCS).

C.3 Configuration Management (CM). The Contractor shall have a configuration management program in place including a configuration identification activity to define and baseline configuration documents and items at all levels, some of which may transition to Government configuration control under future requirements and contracts. Industry Standard EIA 649A National Consensus Standard for Configuration Management may be used for CM guidance.

C.3.1 The Contractor shall employ the following CM activities, at a minimum, over the course of this contract: configuration identification, configuration control, and configuration status accounting. Configuration responsibility shall remain with the Contractor; however, no Class I Request For Deviations (RFDs) or Engineering Change Proposals (ECPs) shall be made without authorization of the PCO, after the baseline configuration is established. Baseline configuration is established at First Article Test submission. Class I and Class II engineering changes are defined as:

a. Class I (Major) engineering changes are limited to those which are necessary or offer significant benefit to the Government. Class I changes affect form, fit or functionality, performance, reliability, maintainability, survivability, safety, cost, weight, interface, and supportability.

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b. Class II (Minor) engineering changes do not impact any of the Class I factors listed above and are required to correct minor deficiencies. Class II (Minor) changes shall be reviewed and approved by the cognizant DCMA Office.

C.3.1.1 Effectively Certification. Class I changes shall be incorporated into production through contract modification. Actual cut-in of these changes shall be at a single end item cut-in point.

C.3.1.2 Supporting Data. Sufficient supporting data to evaluate the proposed change shall be legible and in electronic format. Drawings, supplemental drawings, sketches, specifications, e-mail messages, manufacturers data sheets, etc., shall be included with the requested change.

C.3.2 Engineering Change Proposals. The Contractor shall submit an Engineering Change Proposal (ECP) in accordance with DI-CMAN-80649C and delivered in accordance with CDRL A001. The Contractor shall submit supporting rationale and detailed cost analysis for each change. The submittal shall be accompanied by drawings, sketches, and other technical data necessary for the Government to perform a complete evaluation and provide the contractor with a final decision (disposition). In some cases, a Follow-on Production Test or certification may be required in accordance with E.3.3.1.

C.3.2.1 ECP Numbering. The Contractor may use their own numbering format for identifying ECPs providing the numbering format is consistent and each new ECP carries a unique ECP number. The Contractor may elect to use Government assigned numbers by requesting, in advance, a block of ECP numbers from the Contracting Officer Representative (COR) or Government Configuration Data Management representative. A 3-character alpha prefix (assigned by the Government) to identify the contractor shall prefix the assigned ECP numbers.

C.3.2.2 Reworked (Revised) ECPs. Previously disapproved proposals that have been modified to overcome objections shall acknowledge that they are resubmissions and reference the earlier submission. These resubmissions shall utilize the original ECP number with a suffix of R1, R2, etc., denoting the first, second, etc. rework of the original ECP.

C.3.2.3 Corrections to ECPs. Minor corrections, changes, or clarifications to an ECP shall be denoted by using the original number with a C1, C2, etc., suffix and resubmitted to the Government for evaluation and disposition.

C.3.3 Request for Deviations (RFDs). The contractor may seek temporary relief from a particular contract requirement before, during, or after manufacture without affecting a change to the applicable technical data. The contractor shall submit these variances or requests for relief electronically in the form of Request for Deviation (RFD) in accordance with DI-CMAN-80640C and delivered in accordance with CDRL A002. Nonconforming items(s) resulting from manufacturing error shall not be delivered to the Government unless an RFD has been processed and approved by the Government in accordance with the requirements of this contract. Variances to deviate from or waive requirements are for the benefit of the contractor and consideration offered for acceptance of the propose RFD shall be attached as part of the RFD. Major RFDs shall be submitted to the PCO for approval and Minor RFDs to the cognizant DCMA office.

C.4 Integrated Logistics Support.

C.4.1 System Technical Support Coordination. The Contractor shall coordinate with the M1114 UAH and HMMWV System Technical Support (STS) contractors on all issues impacting ILS elements, to include maintenance planning, supply support (including initial provisioning), packaging, technical data (including technical manuals, install instructions), manpower and personnel, as requested by PCO or designated Contracting Officers Representative (COR).

C.4.2 Technical Manuals (TMs). The Governments intent is to incorporate contractors commercial operation, installation, removal, repair procedures and repair parts and provisioning information into a revision of the HMMWV Technical Manuals. The Contractor shall provide information for operation, maintenance, troubleshooting, and repair parts. This is to include all changes that affect logistical support. The Contractor shall submit updated data for provisioning and technical manual changes, as applicable. The Contractor shall submit data in accordance with DI-TMSS-80527A, CDRL A003.

C.4.3 Technical Manual Validation and Verification. The Contractor shall perform a validation in conjunction with Government verification of the AC Kit operation, installation, removal and repair procedures, utilizing the First Production Kit. The Government will use the AC Kit operation, installation, removal and repair procedures that are finalized out of this Validation and Verification for inclusion as a revision of the HMMWV Technical Manuals. The Contractor shall be responsible for furnishing repair parts to support the validation-verification effort.

C.4.4 Soldier Installation and Maintenance

C.4.4.1 The AC kit shall be capable of being installed and repaired in the field by a trained field-level maintenance mechanic under the Two Level maintenance concept. The kit will be installed and operational in no more than 14 man-hours using only current Army tools (General Mechanics Tool Kit, Common Tool Kit, and Basic Refrigeration Toolbox with Supplemental Tool kit), equipment, and commercial installation instructions. No special tools will be used during the removal and installation process. AC kit repair tasks shall not increase current task requirements under TM 9-2320-387-24, and the Maintenance Allocation Chart in Appendix B.



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C.4.4.2 The AC kit system and its components shall have Preventative Maintenance Checks and Services (PMCS) capability at the crew or operator level. These capabilities shall be limited to component access to: inspect components for damage and operation, clean the heat exchanger coils and filter(s) (if equipped), and filter(s) replacement (if equipped and required). The amount of maintenance at this level (inspection and maintenance) shall not exceed more than 1 man-hour per week in dust conditions, and require the use of no tools other than those found in the vehicles Basic Issue Items.

C.4.5 The Contractor shall submit a Supplementary Provisioning Technical Documentation (SPTD) in accordance with DI-SESS-81000C (T), CDRL A004, depicting the final configuration. The SPTD shall list the National Stock Number (NSN), quantities, description (part, item and nomenclature), part number, Commercial and Government Entity (CAGE) code and notes. All commercial and vendor parts shall be identified on the drawing using the Part or Identifying Number (PIN) and the CAGE code to uniquely identify those items. The Contractor shall identify additional information (i.e., identification of industry or military specifications or standards for bulk material, standard hardware items). The Supplementary Provisioning Technical Documentation (SPTD) shall reference the Installation Instruction drawing.

C.4.6 The Contractor shall submit a kit Installation Instruction drawing in accordance with DI-SESS-81000C (T), CDRL A004. Installation and removal instructions with views, sections, and pictorials shall provide the necessary information to install the AC kits into the M1114 UAH and remove the current AC from the vehicle. The instructions shall identify items to be removed or discarded and new items to be installed. Fasteners and washers shall not be reused; any other items requiring removal and reuse shall be identified. Any steel fasteners used in the installation shall be coated with DorrTex or similar coating to inhibit galvanic corrosion.

C.4.7 Markings and Data Rights. Drawings shall contain accurate security markings, restriction statements, distribution statements, export control notices, rights-in-data legends, and other special markings, as applicable. The kit content drawing and installation instructions shall be furnished to the Government with unlimited rights.

C.4.8 The Contractor shall utilize the same type of fluids that are currently used by the existing M1114 UAH AC system.

C.4.9 The Contractor shall provide complete individual AC kits consisting of all necessary parts and fluids to install on each vehicle, and shall be packaged as one kit per container in accordance with Section D of the contract. Each kit shall also contain installation, operation and troubleshooting instructions, along with an inventory sheet of the kit contents. In addition, each individual packaged kit shall be serialized (externally) and plainly marked M1114 UAH AC Kit on 2 sides. All replacement components shall be supplied with all refrigerant open orifices capped or plugged (e.g. hose ends, component ports, etc) to prevent contamination until installation.

C.4.10 The Contractor shall provide a Provisioning Parts List (PPL) of the approved AC kit for Government review and approval. As a minimum, the parts list will contain the following data: Manufacturer CAGE Code, Part number (assemblies and down parts), Item name, Estimated unit price, Quantity per assembly and end item, Part breakout of assemblies, Hardware descriptive data, Commercial drawings in OEM format as available, Essentiality Code, Source Maintenance Recoverability (SMR) Code, Shelf life, Failure Factor and Maintenance Replacement Rates. The PPL submission shall contain no more than 150 line items per incremental load, and be compatible with the Government database, Commodity Command Standard System (CCSS), 1552 Format, in accordance with DI-ALSS-81529; DI-ALSS-81530, CDRL A005.

C.4.11 Reserved

C.4.12 AC Retrofit Kit Support Parts

C.4.12.1 Authorized Stockage List (ASL) Support Parts. In support of kit installation, the ASL will consist of parts that are to be stocked at each installation site where the M1114 AC retrofit kits will be installed. The ASL shall be able to support the projected number of AC retrofit kits that will be procured for both the base year and the first option year. The ASL will consist of assembly items, components, items that have a long lead time for procurement or items that may have a shorter than normal useful life span. The recommended ASL parts are to be based on vehicle density in increments of 50 vehicles (50 packages of each), 100 vehicles (25 packages of each), and 200 vehicles (10 packages of each).

C.4.12.2 Initial Push Package Support Parts. Contractor Push Packages will be required to support the unit vehicles that have had the AC retrofit kits installed. The Push Packages will consist of repair parts and spares to support the number of AC retrofit kits procured and installed for both the base year and the first option year. The recommended Push Packages are to be based on vehicle density in increments of 25 vehicles (100 packages of each), 50 vehicles (50 packages of each), and 100 vehicles (20 packages of each).

C.5 Meetings and Reviews.

C.5.1 Start-of-Work Meeting. The Contractor shall conduct a Start of Work meeting at the Contractors facility within 14 days after contract in conjunction with the Post-Award Conference. The date of the meeting and agenda shall be coordinated between the Contractor, the Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO). The Contractor shall present an overview of its entire contractual effort to include schedule, engineering, logistics planning, risk management, quality assurance and configuration management.

C.5.2 Technical Reviews: During the course of this contract engineering, quality and logistic reviews between the parties may be

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required to assess and resolve issues relating to production and other deliverables. The Contractor shall provide marked-up drawings, design data, inspection records, sample parts, or other forms of information required for assessment and resolution of the issue. Engineering, quality and logistics reviews may be initiated by either party. These reviews will be at the Contractors location, and time shall be coordinated between the parties. Action items shall be recorded by the Contractor.

C.5.3 Program Reviews: During the course of this contract, bi-monthly program reviews will be conducted between the Contractor and Government to assess the progress in work being performed and to resolve issues relating to production of the AC kits or other deliverables. Program reviews will be at the Contractors location, and time shall be coordinated between the parties. Action items shall be recorded by the Contractor.

C.6 Contractor Field Service Representative (FSR) Assistance

C.6.1 The Contractor shall provide Contractor Field Service Representative (FSR) assistance in CONUS and OCONUS (Iraq, Afghanistan and Kuwait). The Contractor shall provide the man-days of service provided in the contract. These man-days may be in support of effort to providing oversight, investigation and diagnosis of problems or issues in the field related to kit installation, AC system performance, maintenance and training. The Contracting Officer shall designate the times and locations of the services to be performed, but will not supervise or otherwise direct activities. The Contracting Officer or authorized representative shall notify the Contractor at least 3 days in advance of CONUS activities and 20 days in advance of OCONUS travel of the date representative(s) as required. Instructions and established itineraries will be provided as necessary. The minimum number of man-days to be procured under any exercise of option shall be: CONUS 5 days and OCONUS 180 days.

C.6.1.1 Man-Days: The Contractor shall provide man-days of service to locations in both CONUS and OCONUS. The Government reserves the right to change the number of days of services to be furnished to the extent necessary to conform to our requirements and shall be obligated to pay for only actual services used. Each change in the number of personnel shall be at the man-rate established.

(1) The man-day rate does not include travel costs (airfare, local car rental, meals, and incidental expenses) of the FSR while performing the effort under the contract. The travel costs will be negotiated prior to the issuance of a contract modification on a firm-fixed price basis, and will not exceed the Joint Travel Regulation.

(2) OCONUS and CONUS Man-Days: An OCONUS man-day is based on a flexible 12 hour workday, seven days a week to accommodate vehicle availability. However the FSRs may be directed to work a compressed schedule of not less than six days, 84 hours per week at the discretion of the PM LTV Representative, dependant upon workload. A CONUS man-day is based on 8 hours. The representative is to work no more than 8 hours per day, 40 hours per week, unless otherwise negotiated. A man-day of effort includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the Governments fault. Man-days of service include travel time for initial travel from Contractors facility to site of work, for travel between sites of work, and to the Contractors facility.

(3) CONUS - Saturday and Sunday: When work is not performed on a Saturday or Sunday, and Contractor personnel are on site, a man-day rate shall be charged at the Saturday and Sunday man-day per diem rate only.

(4) Holidays: The Government will pay for federal holidays in addition to the actual days worked at the man-day established. The Government will not be responsible for vacation and other holidays and sick leave pay.

(5) Emergency Leave: The Government is not responsible for any emergency leave that the contractor may grant to the FSR while performing under this contract. The Government is responsible for actual days worked by any qualified contractor representative. It is immaterial whether the same representative completes the assignment. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between the sites of work per assignment.

C.6.2 The Contractor shall provide Field Service Representatives who are thoroughly experienced and qualified to advise and make recommendations to orient and instruct key Government personnel with respect to kit installation, operation, maintenance and repair of the AC system and its components. The FSR(s) shall provide weekly updates of actions, accomplishments and issues to the PM LTV Logistics Team via e-mail correspondence.

C.6.3 In case of emergency absence of an FSR, the Contractor shall ensure that there will be a continuation of work. All Contractor personnel will work a flexible 12 hour workday, seven days a week, to accommodate vehicle availability, or may be directed to work a compressed schedule of not less than six days, 84 hours per week at the discretion of the PM LTV Representative, dependant upon workload. The FSR(s) will serve as a working member of the installation teams. As part of the working team the FSRs may be responsible for inventorying kits and preparing vehicles for kit installations in support of the mission. Should the occasion arise that there are no vehicles or kits available, the FSR(s) will provide training to appropriate personnel on AC system maintenance and sustainment.

C.6.4 Material and Equipment - The Government will provide all facilities, installation labor, Material Handling Equipment (MHE), material, and supplies to support the effort. Disposition of removed parts will be directed by the Government. The Government shall be responsible for the transportation of the vehicles and kits to the proper locations. The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the duties pursuant to this scope of work. Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the unit or agency issuing the equipment.

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C.6.5 OCONUS Travel

C6.5.1 Documentation and Security Clearances: The Contractor shall obtain all necessary visas, including VISA 18 (as required) and passports required by each employee. The Contractor shall ensure that all deployed employees are U.S. citizens and receive all required mission training and successfully complete the training. Contractor employees are required to have a Secret Security Clearance to perform field service effort in the Southwest Asia (SWA) Theater of operations.

C.6.5.2 Deployment Processing Center: The Government shall provide the Contractor employees with the necessary DD Form 1883, Isolated Personnel Report (ISOPREP) and Foreign Policy Instruction/Survivable Evasion Resistance Escape (FPI/SERE) trainin. The training shall take place at one of the CONUS Replacement Centers (CRC) locations. Personnel transferring from other locations in the SWA Theater of operations are exempt from the CRC requirements. The Contractor is responsible for coordinating and providing travel to the CRC prior to deployment and travel from CRC upon return from deployment. FSR personnel are required to process through the CRC upon return from CENTCOM Theater of operations in order to return issued identification badges, organizational clothing, and equipment to Government control. The Government shall provide transportation into and out of Iraq and Afghanistan for contract employees and equipment from Kuwait. The flights into and out of Iraq and Afghanistan shall be by military aircraft. The Government will furnish on-site transportation for contract employees located in Iraq and Afghanistan. The Contractor will be required to provide transportation to and from the sites in Kuwait.

C.6.5.3 Identification Cards: The Contractor shall ensure that all deploying individuals have the required identification tags and cards, to include common access cards (CAC) prior to deployment, if available. Contractor employees will maintain all issued cards and tags on their person at all times while OCONUS. These cards and tags shall be obtained through CRC and shall be promptly returned to the Government upon redeployment.

C.6.5.4 Immunizations: The Government does require a medical screening at the CRC for FDA approved immunizations, which shall include DNA Sampling.

C.6.5.5 Letter of Authorization: Unless prohibited by international agreement, the Contracting Officer will issue a Letter of Authorization (LOA) for Contractor personnel deployment and redeployment to and from the AO. This is the document contractor personnel must carry with them as authorization for use of Government transportation, medial facilities, billeting, and other entitlements. Invitational travel orders shall not be issued in lieu of this Letter of Authorization.

C.6.5.6 Uniforms: The Contractor employee accompanying the force is not authorized to wear military uniform, except for specific items required for safety and security. If required, the Government at its discretion may provide to the contract employees all military unique Organizational Clothing and Individual Equipment (OCIE).

C.6.5.7 Force Protection: While performing duties in accordance with the terms and conditions of the Scope of Work, the Service Theater Commander will provide force protection to FSRs which is commensurate with that given to Service or Agency (e.g. Army, Navy) civilians in the operations area.

C.6.5.8 Medical: The Government, at its discretion may provide the Contractor employee deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

C.6.5.9 Living Under Field Conditions: When the FSRs are called forward into Iraq and Afghanistan, the Government shall provide the FSR deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry services, and other available support afforded to Government employees and military personnel in the theater of operations, unless otherwise specified in the Scope of Work.

C.6.5.10 Morale, Welfare, Recreation: The Government shall, when approved by the installation or Theater Commander and consistent with the authorization, terms, and conditions specified elsewhere in the Scope of Work, provide the FSR deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

C.6.5.11 Next of Kin Notification: Before deployment, the Contractor shall ensure that each FSR complete a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official and a copy to the contracting officer. All FSR personnel will receive and use CAC Cards to be issued from CRC.

C.6.5.12 Next of Kin Notification: As Executive Agent for mortuary affairs, the Army will facilitate the notification of Next of Kin (NOK) in the event that a U.S. citizen Contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the Contractor notifies the employees primary and secondary NOK. In some cases, an Army notification officer may accompany the employers representative. Notification support by the Army is dependent upon each contract employee completing, and updating as necessary, the DD Form 93, Record of Emergency Data Card.

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C.6.5.13 Weapons: Contractor employees in support of U.S. military operations are not permitted to carry personally owned firearms. Contractor employees normally shall not be armed during active military operations; however, the Combatant Commander may authorize issue of standard military side arms and ammunition to selected personnel for personal self-defense. In this case, weapons familiarization, qualification, and briefings on rules of engagement, shall be provided to the contract employees, completed at the CRC. Even if authorized, acceptance of weapons by the personnel is voluntary, and must be permitted by their employer.

C.6.5.14 Conduct: The Contractor shall at all times remain contractually responsible for the conduct of its employees. The Contractor shall promptly resolve to the satisfaction of the Government, all contract employees performance and conduct problems identified by the Government. Failure to correct such problems may result in the Government directing the Contractor, at the Contractors own expense, to replace and, where applicable, repatriate any employee who fails to comply and adhere to instructions and general orders issued by the Combatant Commander or his/her designated representative. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default Clause.

C.6.5.15 Unauthorized Departure. If any Contractor employee departs an area of operation without permission, the Contractor will ensure continued performance in accordance with the terms and conditions of the work directive. If the Contractor replaces an employee who departs without permission, the replacement is at the Contractors expense and must be complete within 72 hours, unless otherwise directed by the Contracting Officer.

\*\*\* END OF NARRATIVE C0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

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[End of Clause]

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SECTION D - PACKAGING AND MARKING  
Section D: Packaging and Marking

D.1 Preservation and Packaging

D.1.1 Software, technical data, reports, etc. shall be preserved and packed sufficient to ensure safe delivery at the point of delivery.

D.1.2 Contractor shall be preserve and package each M1114 Up-Armored HMMWV AC Retrofit Kit shipped from contractors facility to any CONUS or OCONUS destination to provide exceptional protection from physical and mechanical damage, mitigate shock and vibration due to multiple handling, be free of dirt and other contaminants, capability of shipment by any mode, placed into storage for a period of one (1) year in an enclosed environmentally controlled facilities, if stored CONUS, without susceptibility to corrosion or deterioration of the product and suitable for redistribution without additional repackaging or marking. Each contractor generated shipping configuration shall comply with the regulations of the dedicated freight carrier used and shall provide safe delivery to destination at the lowest possible tariff cost. Contractors generated M1114 Up-Armored HMMWV AC Retrofit Kit packaging design must meet the requirements described in Paragraph D.1.3. Any wood material used in the fabrication of contractors generated shipping configuration must comply with requirements outlined in Paragraph D.1.4.

D.1.3 Contractor shall perform design validations on their generated M1114 Up-Armored HMMWV AC Retrofit Kit packaging design in accordance with ASTM D 4169: "Standard Practice for Performance Testing of Shipping Containers and Systems", Acceptance Criteria 1, Distribution Cycle 18, Assurance Level I. Performance Testing shall be limited to Test Schedule A Handling-Manual and Mechanical for the first and second handling sequences only and Schedule F Testing: Loose Load Vibration. Replicate testing (ASTM D 4169, Paragraph 5.3) and climatic conditioning (ASTM D 4169, Paragraph 6 inclusive) are not required.

D.1.4 Boxes, pallets and inner packaging that are fabricated using non-manufactured wood shall be heat-treated for all military and commercial packaging application. All non-manufactured wood used in packaging shall be heat-treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The manufacturer of boxes and pallets and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee (ALSC). The manufacturer of boxes and pallets and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

D.1.5 For each hazardous material shipped under this contract, a MSDS is required with unit pack and intermediate container including a packing list placed into a sealed pouch attached to the outside of the package.

D.2 Marking

D.2.1 Each AC Retrofit Kit shall be marked and labeled in accordance with Defense Transportation Regulations (DTR) and MIL-STD-129 Revision P (3) and will also include a serial number for of each kit starting with 00001.

D.2.2 All software, technical data, reports, etc. referenced in Paragraph D.1.1 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.3 Non-manufactured wood box(s) and pallet(s) shall be marked to show conformance to the International Plant Protection Convention Standard (IPPCS). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens on two sides of the pallet or box. Wood used as dunnage for blocking and bracing shall be ordered with ALSC certified markings or the markings may be applied locally at two foot intervals.

D.2.4 All spare parts shipped in the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3) dated 29 OCT 2004 including bar coding. Contractor is responsible for application of special markings including but are not limited to Shelf-life, structural and special handling markings.

D.2.4.1 For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APOor FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard.

D.2.4.2 Commercial software may be used to generate a Military Shipment Label or Issue Receipt Document (MSL or IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels and documents which comply with the requirements of MIL-STD-129 Revision P (3). Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC.

D. 3 Load, Block and Brace

D.3.1 Shipments of M1114 Up-Armored HMMWV AC Retrofit Kits by rail shall be blocked and braced in accordance with the Association of American Railroads by the contractor. Shipments, for which the Association of American Railroads has published no such standards, shall be blocked and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized

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representative of the carrier.

D.3.2 For truck transportability, the contractor shall load, block, and brace the M1114 Up-Armored HMMWV AC Retrofit Kits onto a designated carrier in accordance with standard commercial freight (truck) practice.

D.3.3 For surface vessel shipments, M1114 Up-Armored HMMWV AC Retrofit Kits shall be preserved, packaged, loaded, blocked and braced in accordance with the contractor's standard practice and meet the International Maritime Organization (IMO) International Maritime Dangerous Goods (IMDG).

D.3.4 For aircraft, M1114 Up-Armored HMMWV AC Retrofit Kits shall be preserved, packaged, loaded, blocked and braced onto a designated cargo air freight carrier in accordance with the contractor's standard practice and meet the International Air Transport Association (IATA) - Dangerous Goods Regulations (DGR).

\*\*\* END OF NARRATIVE D0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-5	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-6	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.



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INSPECTION POINT: \_\_\_\_\_  
 (Name) (CAGE)

\_\_\_\_\_  
 (Address) (City) (State) (Zip)

ACCEPTANCE POINT: \_\_\_\_\_  
 (Name) (CAGE)

\_\_\_\_\_  
 (Address) (City) (State) (Zip)

[End of Clause]

E-7      52.246-4048      DRAWINGS FOR INSPECTION  
 (TACOM)

FEB/2007

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e dealer, distributor, etc.), and is unable to provide the drawings, a Certificate of Conformance (COC) as outlined in FAR 52.246-15 is acceptable in lieu of the drawings/specifications. The COC must specify both the drawing and specification revision designations (e.g., Revision C) of the items being provided.

[End of Clause]

E-8 First Article Approval Government Testing (FAR 52.209-4) ALT I and II

(a) The Contractor shall deliver six (6) AC kits within 30 calendar days from the date of this contract to the Government at Tank Automotive Command, Warren MI 48397-5000 for First Article Tests (FAT). The shipping documentation shall contain this contract number and the Lot or Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

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If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government. The Contractor may request a waiver.
  - (j) The Contractor shall produce both the first article and the production quantity at the same facility.
- (End of Clause)

**E.1 Product Assurance and Test**

**E.1.1 Quality Program** - The Contractor shall develop, implement, and maintain a quality system acceptable to the Government for all supplies and services to be provided under this contract. The Contractors quality system shall, as a minimum, meet ANSI, ISO, ASQ Q9001-2000 requirements or equivalent standards. Although not required, the Government recommends use of Quality System Requirements QS 9000 (or ISO-TS 16949) in lieu of the aforementioned requirements. Government approval of the Quality System is not required, if at the time of contract award, the Contractor is a Registrar Accreditation Board (RAB) certified and registered ANSI, ISO,ASQ Q9001-2000 or a QS 9000-TS 16949 supplier. These Contractors quality system requirements shall apply at the Contractors facility(ies). The quality system shall address all software and hardware contractual requirements. The Contractors documented quality system and manual(s) shall follow the guidelines within ISO 9004:2000 or equivalent QS-TS guidelines.

**E.1.2 Supplier Quality Program** - The Contractor shall have a supplier quality assurance program that defines the appropriate ANSI, ISO, ASQ Q9001-2000 or equivalent quality system requirements for each supplier. The Contractors supplier quality assurance program shall assure each supplier has a documented quality system which includes development, implementation, and maintenance of control plans for all supplied products. The Contractors supplier quality assurance program shall be documented as part of the quality manual or referenced therein. It is suggested, as part of the Contractors supplier quality assurance program, that a Suppliers Guide be developed and utilized in concert with purchase orders.

**E.1.3** At any point during contract performance, the Government reserves the right to review the Contractor and supplier(s) quality system(s) to assess their effectiveness in meeting contractual requirements.

**E.2 Final Inspection Record (FIR).**

**E.2.1** The Contractor shall prepare and maintain an end item FIR for each AC system delivered, to include all visual and functional criteria. Upon request and prior to kit delivery, the FIR will be subject to Government review and comment. The FIR should be organized to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each characteristic and function inspected to verify item conforms to contract requirements and is defect free. As a minimum, the FIR shall have blocks for the inspectors initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. A sheet to record deficiencies and corrective actions shall be attached as the last page of the FIR. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be continually updated to reflect all engineering and manufacturing changes that impact the FIR. Deficiencies discovered and corrective actions applied during inspection by the Contractor shall be described in writing and included as part of the FIR. Any subsequent changes to the FIR shall be reviewed by the onsite Government representative.

**E.2.2** If the Contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, the Contractor must obtain written approval from the Government prior to employing any other form for this purpose.

**E.3 First Production Unit Inspection (FPUI) and Follow on Production Test(s) (FPT)**

**E.3.1 First Production Unit Inspection (FPUI)** - The Government will randomly select three (3) AC kits from the first weeks production. The three kits will be subjected to tests and examinations to determine compliance to the requirements of the Contractor TDP. This inspection will be performed concurrently by the Contractor and the designated Government Quality Assurance Representative to ensure that the sample is representative of all phases of production. The Contractor shall make available to the Government all records of prior inspections, tests, and vendor qualification and certifications. After FPUI acceptance, the AC kits subjected to FPUI will be identified as FPUI test samples and will remain at the plant and will be shipped as part of the last lot of the contract.

**E.3.2 Government Follow on Production Test(s) (FPT)** - During the performance of this contract, the Government may conduct Follow-on Production Tests to verify the quality and performance of continuing production AC kits are consistent with the approved First Article Test AC kit(s). FPT will be performed at the Governments expense unless changes to AC kit(s) occur that have not been previously approved by the Government.

**E.3.3 First Production Unit Inspection (FPUI) and Follow on Production Test(s) (FPT)**

**E.3.3.1 FPUI and FPT Changes** - If after FPUI, the Contractor changes the source of supply for components or processes, the Contractor may be required to conduct additional tests before acceptance of any items containing the new component or process. Any production or

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delivery delays caused by additional testing shall not be considered an excusable delay. Any and all costs associated with the tests, retests, examinations or inspections shall be borne by the Contractor.

E.3.3.2 FPUI and FPT Defects - In the event that defects are discovered, the Contractor will make any changes, modifications, or repairs to the defective AC kit, as well as previously produced and subsequently produced AC kits, as required, at no additional cost to the Government

E.3.3.3 FPUI and FPT Test Deficiencies - In the event of AC kit testing deficiencies, the Government reserves the right to have the unit retested at Contractor expense upon correction of defects by the Contractor to the extent necessary to successfully meet test requirements. Failure of FPUI or FPT AC kits as a result of deficiencies discovered during testing shall be cause for rejection of further AC kits produced until evidence has been provided by the Contractor that corrective action as been taken to eliminate the deficiency. Any deficiency found during, or as a result of, these tests shall be prima facie evidence that all AC kits not yet accepted are similarly deficient, unless the Contractor furnishes satisfactory evidence to the PCO that they are not similarly deficient. Such deficiencies on all AC kits shall be corrected by the Contractor at no cost to the Government, including the cost of any additional testing which may be required to determine that the deficiency has been corrected.

E.4 Test Incident Reports (TIRS) and Failure Analysis and Corrective Action Reports (FACARS).

E.4.1 During FAT and FPT, Test Incident Reports (TIRs) will be generated by the tester. The Contractor shall be responsible for accessing the Versatile Information Systems Integrated On-Line Nationwide (VISION) Digital Library System (VDLS), or the equivalent data from a commercial test site. Prior to the first scheduled Corrective Action Review Board (CARB) meeting, the Contractor shall access VDLS for TIRs and complete a test trial FACAR submission to the Army Test Incident Reporting System (ATIRS) to ensure compatibility and smooth processing of emailed data deliverables. The Contractor shall respond to TIRs as directed below with a Failure Analysis and Corrective Action Report (FACAR) in accordance with DI-RELI-81315(T), CDRL A006 and Attachment XX, Test Incident Report and Failure Analysis and Corrective Action Data. The response shall be submitted in electronic format that is compatible with the Army Test Incident Reporting System (ATIRS). Should a final response not be available within the designated time, an interim or preliminary response is required for submittal. Submittal requirements are based on the TIR release date and are expressed in calendar days. The Contractor shall coordinate with the TACOM Product Quality Manager for access to TIR databases for the purpose of TIR retrieval.

E.4.2 Failure analysis and corrective action

E.4.2.1 Failure analysis and corrective action responses shall be provided by the Contractor within the specified time frames. Responses are required as follows:

Critical Defect -72 hours after release date  
Major Defect - 15 days after release date  
Minor Defect - 30 days after release date  
Informational - 30 days if requested by the Government

NOTE: Maintenance deferred TIRs may be initially classified as "Informational". Once maintenance is performed, the incident class may be changed and if so the necessary response time shall apply.

E.4.2.2 Failure of the Contractor to provide an interim or final FACAR within the required times may be cause for the reduction or suspension of payments or suspension of product acceptance.

E.4.2.3 Failure Analysis, Root Cause, and Corrective Action Request. The Contractor shall perform Failure Analysis, Root Cause, and Corrective Action for deficiencies identified during fielding and deprocessing when requested in writing by a Government representative. Failure Analysis, Root Cause, and Corrective Actions shall be documented and provided for Government review upon request.

E.5 Product Quality Deficiency Reports (PQDR) - The Contractor shall investigate and provide failure analysis and corrective action for all PQDRs generated against supplies produced under this contract. The Contractor shall provide a report of the investigation, which includes at a minimum: problem identification, root cause, immediate or short term action, corrective action implementation plan for permanent solution, and verification of effectiveness. The PQDR report of investigation shall be submitted within 30 calendar days of receipt of a Category I PQDR and within 45 calendar days of receipt of a Category II PQDR. Category I is defined as a defect that may cause death, injury, or severe job illness; would cause loss or major damage to a weapon system; or critically restricts the combat readiness capabilities of the unit. Improvement recommendations that prevent death, injury, or severe job illness; prevent loss or major damage to a weapon system, or would affect the combat readiness of the unit are also Category I. Category II is defined as any defect or recommendation that does not meet the criteria of a Category I. Should an exhibit of the item in question be required, the Contractor shall submit an exhibit request electronically to the PQDR Action Officer in accordance with DI-QCIC-80736, Quality Deficiency Report, CDRL A007. Upon receipt of the request, the PQDR Action Officer will electronically delegate exhibit processing to the appropriate Administrative Contracting Officer (ACO) representative within 48 hours of request receipt. The ACO representative will arrange for transportation of exhibit (s) with the Contractor. The cost of exhibit transportation shall be the responsibility of the Contractor. All corrective actions taken by the Contractor shall be at no additional cost to the Government. PQDR corrective actions which require a configuration change must be approved by the Government PCO. Final approval of PQDR close-out resides with the Government.

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E.6 Contractor Test Support - The Contractor shall be responsible for furnishing repair parts and technical support at the Government test sites during FAT and FPT. Contractor test support shall include technical representation at the test sites, when requested by the Government, and be available within 24 hours of notification. The Government will provide storage for Contractor-furnished repair parts at the test sites.

E.7 Material Review Board (MRB).

E.7.1 The Contractor shall establish a MRB (and associated procedures and processes), whose function is to determine the disposition non-conforming material (product, processes, etc.). A designated Government representative shall be a member of the MRB. Typical disposition classifications include, but are not limited to: scrap, repair, rework, return to vendor, and use-as-is. Government approval shall be required for MRB actions dispositioned as repair or use-as-is. The Government reserves the right to review any and all MRB actions at its discretion.

E.7.2 Both standard and nonstandard repair procedures shall include instructions for reprocessing material after repair and shall specify all Contractor inspections required. The Government shall review and concur on all proposed repair procedures. The Contractor shall not consider a new standard or non-standard repair process until all assignable causes of variance or omitted processes (or process steps) have been eliminated and corrected. The Government's review or concurrence of a repair procedure shall not bar the Government's right to reject the material if the Government determines that the repair does not adequately correct the non-conformity to an acceptable level.

E.7.3 Definitions

a. Critical Non-conformance. A non-conformity that is; likely to cause a hazardous and unsafe condition for individuals operating, maintaining or transporting the item and will likely result in catastrophic failure or damage to the item.

b. Major Non-conformance. A non-critical non-conformity that is likely to prevent performance of essential mission functions, or likely to cause degraded usability of the item for its intended purpose.

c. Minor Non-conformance. A non-major or a critical non-conformity that is NOT likely to cause degraded usability of the item for its intended purpose or is a departure from established standards; having minimal effect on: form, fit, function, maintainability, reliability, durability, and performance of the item.

d. Repair Disposition. Repair is the use of an approved procedure and process designed to reduce, but not completely eliminate the non-conformance and render the materiel fit for use. Government approval is required to accept this disposition.

e. Rework Disposition. Rework is the reprocessing of non-conforming materiel to make it conform completely to contract requirements.

f. Use-As-Is Disposition. Use-As-Is is a disposition of materiel with one or more minor non-conformities that have been determined (by MRB) to be usable for its intended purpose in its existing condition. Government approval is required to accept this disposition.

E.7.4 In the case of repair and use-as-is MRB dispositions, the Contractor shall submit only minor non-conformities for Government approval. In all cases, the onus is on the Contractor to provide adequate proof the materiel is usable.

E.7.5 Government review of the Contractors MRB process shall be executed before the MRB process can be initiated. At any time during contract execution it is determined that the Contractor has submitted unacceptable dispositions or exceeded their authorization, MRB authority may be suspended or the Contractor placed on probation. Examples of reasons for suspension or probation are:

- a. Processing of critical or major non-conformities as repair or use-as-is.
- b. Processing minor non-conformities without board member and Government representative signatures.
- c. Inadequate engineering analysis.
- d. Lack of permanent corrective action.
- e. Lack of non-conforming materiel identification and isolation.
- f. Misuse of standard repairs.

E 7.6 If the Contractors MRB authority is suspended or the Contractor is placed on probation, the Contractor shall provide a corrective action, acceptable to the Government, which addresses the causal factors relative to the suspension or probation action.

E.7.7 The Contractor shall develop and maintain a data system for recording and analyzing nonconformance information. Typical data

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captured or analyzed are:

- a. Quantity of nonconforming items
- b. Recurrences (number and type)
- c. Cause determinations
- d. Corrective actions (status and delinquent actions)
- e. Dispositions (number and type)
- f. Costs related to each type of disposition (rework, repair and scrap)

E.8 Corrective Action Board (CAB) - The Contractor shall establish a CAB consisting of management representatives of appropriate organizations with the level of responsibility and authority necessary to assure that the root cause(s) of nonconforming material (product, process, etc.) has been identified and that corrective actions are timely and effective throughout the Contractor's organization. The CAB shall have the authority to require investigations and studies necessary to define essential corrective actions which will result in reducing costs associated with scrap, rework and repair, and reductions in the amount of nonconforming material (product, process, etc.). The Contractor shall develop minutes and reports associated with CAB activities which are acceptable to the Government. The Government reserves the right to participate in, or become a member of, the CAB.

E.9 Testing Requirements - The AC kits will be subjected to the tests and examinations as described in Table I Classification of Inspections and Tests at Attachment 4.

E.9.0 Initial Testing Assets.

E.9.0.1 M1114 Vehicle. Within 10 calendar days after contract award, an M1114 with the legacy AC system will be delivered to the Contractor for use as GFP for engineering and logistics development activities required within Section C. This vehicle will be maintained by the Contractor in accordance FAR Part 52.245-2, Government Property (Fixed Priced Contracts), and returned to the Government in the condition as directed by the PCO.

E.9.0.2 First Article delivery of two (2) AC kits will be installed on Government-furnished M1114 UAHs by Government personnel at a designated Government facility using draft installation instructions and subjected to testing in accordance with Table I Classification of Inspections and Tests at Attachment 4.

E.9.0.3 Reliability Testing. Three (3) AC retrofit kits will be bench tested in accordance with paragraph E.11.

E.9.1 Installation Time. During Validation and Verification the total system installation time starting from a current production configured M1114 UAH with Frag Kits 1, 1a, 2 and 5 will be recorded. The installation time and installation instruction validation and verification shall be in accordance with C.4.3, C.4.4, and C.4.6.

E.9.2 Cooling: The vehicle will be heat soaked at environmental test conditions stated in C.2 until temperatures stabilize. (Less than 1\°b0F change for any temperature in 20 minutes). Vehicle will have all windows, doors hatches, fresh air vents and turret rings closed during test. Provisions will be made to ensure heater core has as little flow through it as possible using the normal control valve system. Vehicle will be started and run at states listed below in subparagraphs a-b until temperatures stabilize. The vehicle will be run for an additional hour after stabilization. All engine RPM will be +/- 50. Engine cooling fan will be made to stay on any time engine is running.

- a. Engine running at idle (700 RPM) with AC on high.
- b. Engine running at 1200 RPM with AC on high.

After the 1200 RPM stage the engine will be run at 1700 RPM for 10 minutes, and then 2200 RPM for 10 minutes.

Average temperatures will be determined by computing the arithmetic mean of thermocouples at the head, chest, and foot position for each seat position. Cooling results for this arithmetic mean shall be in accordance with C.2.

Thermocouples will be placed at the following locations, at a minimum, for recording temperatures:

- One (12 total) at the head, chest, and foot area of all 4 seat positions
- One at each evaporator air intake
- One at each interior louver output

E.9.2.1 The vents shall be directed such that airflow from the vents will not blow directly on the thermocouples.

E.9.2.2 Engine RPM, relative humidity, and cell ambient temperature will also be monitored.

E.9.2.3 Chamber airflow: The chamber airflow will be as little as possible to maintain the required ambient temperature.

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E.9.3 Electrical Current Draw: All AC component electrical current draws will be measured in steady state with all AC components operating. Electrical current draw shall be in accordance with section C.2. This will be performed at ambient temperature.

E.9.4 Airflow: Total interior cabin airflow shall be calculated by summing the measured airflow at each interior louver. Total interior cabin airflow shall be in accordance with C.2.1.3.

E.9.5 Endurance Miles: The M1114 UAH with AC system installed shall undergo 3,000 miles of endurance automotive testing per the mission profile outlined in the HMMWV specification ATPD 2099C, Amendment 02, dated 6 November 2000, but at a vehicle Combat Load of 15,400 lbs. The AC system will be in continuous operation during the endurance mileage. The vehicle will be instrumented to collect temperature data of ambient outside temperature and interior cabin louver output temperature every 30 minutes. The AC system will be inspected daily for damage to components and evidence of degradation, and normal crew or operator PMCS performed in accordance with draft TM changes. After the 3000 mile interval, the cooling performance will be tested to specification C.2 as described in paragraphs E.9.2, E.9.3, and E.9.4 prior to scheduled maintenance procedures. After maintenance procedures, the system will be checked per E.9.5.1.2.

E.9.5.1 Refrigerant

E.9.5.1.1 If at any point during the 3,000 mile endurance test the AC system requires maintenance, the amount of refrigerant remaining in the system will be measured.

E.9.5.1.2 If the system runs successfully for the entire 3,000 mile test, the refrigerant will not be measured until completion of the endurance test.

E.9.6 Dust Performance Test: This test shall be done in the same vehicle and system in E.9.2, and will be performed after the cooling performance baseline data has been obtained for a clean system. The M1114 UAH, with the Contractors AC system installed and operating, shall follow a M113 Armored Personnel Carrier at speeds between 20 and 30 MPH, in the densest portion of the dust cloud created by the M113 for a total of 8 hours. During this time, the AC system shall be operating in the high output mode according to the Contractors operating instructions. The windows shall be shut, but the gunners hatch open. After operating in this condition and without cleaning the system (vehicle is permitted no AC system PMCS), the vehicle will undergo testing per E.9.2 to determine if the AC systems output is still within the allowable range defined in C.2.1.2. Specific test conditions are described in Attachment 7, entitled Dust Test Conditions.

E.9.7 Space Claim: Intrusion of the AC system parts into vehicle crew areas and increases in volume occupation shall be evaluated by Government inspection.

E.9.8 Visual, Dimensional, or Functional Tests. The Government may select units for visual, dimensional, or functional tests. The Government reserves the right to perform the examination and tests required by the Contractor drawings to the extent necessary to ensure that the product conforms to all the drawings and contract requirements.

E.9.9 Examination and Tests. All examinations and tests that are required to be performed by the Contractor shall be subjected to surveillance by the Governments Quality Assurance personnel. The Contractor shall notify the Government by e-mail at least seven (7) days before the start of examination and tests. Notification shall include the date, time, and location of those examinations and tests.

E.9.10 Contractor AC Safety Assessment Report (SAR): The Contractor shall perform a safety assessment on their AC system that will be used to update the M1114 Up-Armored HMMWV SAR. An AC Safety Assessment Report shall be prepared and submitted in accordance with DI-SAFT-80102B, Contractor Safety Assessment Report, CDRL A008.

E.11 Reliability Testing: Per E.9.0.3, Three (3) AC retrofit kits shall be bench tested at a test site chosen by the Government. Specific details include:

E.11.1 Each AC retrofit kit will be tested for a minimum of 1,872 hours with simulated engine rpms of 700, 1200, 1700, and 2200. Each simulated rpm will be run in 6 hour increments as described in Table II Simulated Engine RPMs Testing Cycles and Schedule at Attachment 5, per 24 hour cycle.

E.11.2 All testing will be run on the highest blower setting except as described in paragraphs E.11.3 and E.11.4.

E.11.3 After three (3) hours of testing at 1700 simulated rpms the system will be switched to the lowest blower setting above the off position. After 20 minutes the test will be resumed at the highest blower position.

E.11.4 At the end of each simulated 2200 rpm cycle, the system will be shut off for the last 5 minutes. After 5 minutes, the test will continue as scheduled

E.11.5 The kits will be instrumented to collect temperature data of output temperature every 30 minutes.

E.11.6 Ambient cell temperature will cycle as described in MIL-STD-810F Table 501.4-II at Attachment 6.

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E.12 Inspection Equipment

E.12.1 Except as otherwise expressly provided by this contract, the Contractor shall supply and maintain all inspection and test equipment necessary to assure that the product conforms to the contract requirements. All Contractor furnished inspection and test equipment shall be made available for use on or before the start of production.

E.12.2 The Contractor shall calibrate all inspection and test equipment used for inspection, testing, acceptance testing in accordance with the requirements in ANSI, ISO,ASQ 9001:2000 and in conformance with the guidance in ISO10012-1 and -2, Quality Assurance Requirements for Measuring Equipment.

E.12.3 The Contractor shall provide to the Government all applicable and necessary inspection and test equipment for use during all Government inspections. The Government shall return all inspection and test equipment upon completion of inspections and tests.

\*\*\* END OF NARRATIVE E0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-7	252.211-7003	ITEM IDENTIFICATION AND VALUATION - ALTERNATE I	APR/2005
F-8	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_, Fiber Box \_\_\_\_, Barrel \_\_\_\_, Reel \_\_\_\_, Drum \_\_\_\_, Other (Specify) \_\_\_\_\_;

(ii) Shipping configuration: Knocked-down \_\_\_\_, Set-up \_\_\_\_, Nested \_\_\_\_, Other (specify) \_\_\_\_\_;

(iii) Size of container: \_\_\_\_ (Length), x \_\_\_\_ (Width), x \_\_\_\_ (Height) = \_\_\_\_ Cubic Ft;

(iv) Number of items per container \_\_\_\_\_ each;

(v) Gross weight of container and contents \_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_Yes \_\_ No;

(vii) Number of containers per pallet/skid \_\_\_\_\_;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube \_\_\_\_\_;

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \*

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_ Ft

Type of trailer \_\_\_\_\_



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\* Number of complete units (contract line item) to be shipped in carriers equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

F-9	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
	(TACOM)		

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-10	52.247-4010	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
	(TACOM)		

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail
- [    ] are
- [    ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____	_____
(NAME)	(LOCATION)

- (3) Facilities for shipping by water
- [    ] are

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[ ] are not  
available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor  
  
[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.  
  
(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:\_\_\_\_\_/Unit      MOTOR:\_\_\_\_\_/Unit      WATER:\_\_\_\_\_/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

F-11      52.247-4011      FOB POINT      SEP/1978  
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: \_\_\_\_\_  
(City)      (State)      (ZIP)      (County)

(2) Subcontractor's Plant: \_\_\_\_\_  
(City)      (State)      (ZIP)      (County)

[End of Clause]

F-12      52.247-4017      DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR      MAY/2004  
(TACOM)      ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14

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instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-2	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005
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(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and

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(4) Upon exiting the Theatre of Operations.

[End of Clause]

H-3                      52.246-4026                      LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS                      SEP/2006  
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUN/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-25	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-29	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-31	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.227-3	PATENT INDEMNITY	APR/1984
I-34	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-35	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-40	52.232-11	EXTRAS	APR/1984
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-43	52.232-25	PROMPT PAYMENT	OCT/2003
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD	AUG/1996

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I-47	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-48	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-49	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
I-53	52.245-9	USE AND CHARGES	JUN/2007
I-54	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-55	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-56	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-57	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-60	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-61	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-64	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-66	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-67	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-68	252.225-7021	TRADE AGREEMENTS	MAR/2007
I-69	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-70	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-71	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-72	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-73	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-74	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-75	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-76	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-77	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-78	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-79	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-80	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-81	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING - ALTERNATE I	JAN/1997

(a) The Contractor shall deliver 6 AC Kits within 30 calendar days from the date of this contract to the Government at TACOM, Warren MI 48397-5000 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.



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- (e) Unless otherwise provided in the contract, the Contractor --
- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
- (2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for
- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
- (j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-82                      52.243-7                      NOTIFICATION OF CHANGES                      APR/1984

- (a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.
- Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --
- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

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- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-83

52.247-1

COMMERCIAL BILL OF LADING NOTATIONS

FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the -1- and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are

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assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the -1- and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. -2-. This may be confirmed by contacting -3-.

(End of Clause)

I-84	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	MAR/2006
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(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from -1-.

(End of clause)

I-85	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	FEB/2007
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- (a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than -1- days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.
- (b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.
- (c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

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I-86                      52.215-19                      NOTIFICATION OF OWNERSHIP CHANGES                      OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-87                      52.222-39                      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES                      DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support

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activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or

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purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-88                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-89                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-07-R-0656      <b>MOD/AMD</b></p>	<p align="center"><b>Page 63 of 95</b></p>
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**Name of Offeror or Contractor:**

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-90                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of

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offers.

(End of clause)

I-91	252.225-7040	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION) DAR TRACKING # 2007- 00004	MAR/2007
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(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.



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- (ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.
- (iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.
- (4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.
- (d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable
  - (1) United States, host country, and third country national laws;
  - (2) Treaties and international agreements;
  - (3) United States regulations, directives, instructions, policies, and procedures; and
  - (4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (e) Pre-deployment requirements.
  - (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
    - (i) All required security and background checks are complete and acceptable.
    - (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
    - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
    - (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
    - (v) All personnel have received personal security training. At a minimum, the training shall
      - (A) Cover safety and security issues facing employees overseas;
      - (B) Identify safety and security contingency planning activities; and
      - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
    - (vi) All personnel have received isolated personnel training, if specified in the contract.

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(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>).

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must

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- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons.
  - (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
  - (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons
    - (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
    - (ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officers Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
  - (3) The Contractor shall ensure that its personnel who are authorized to carry weapons
    - (i) Are adequately trained to carry and use them
      - (A) Safely;
      - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
      - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
    - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
    - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
  - (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
  - (5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
  - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
  - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

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(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations;

(3) Other military operations; or

(4) Military exercises designated by the Combatant Commander.

(End of clause)

I-92      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-93      52.219-4070      PILOT MENTOR-PROTEGE PROGRAM      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small

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disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	ECP			
Exhibit B	REQUEST FOR DEVIATION			
Exhibit C	SYSTEM TECHNICAL MANUAL			
Exhibit D	PRODUCT DRAWINGS/MODELS			
Exhibit E	LOGISTICS MANAGEMENT INFORMATION			
Exhibit F	LOGISTICS SUMMARIES			
Exhibit G	FAILURE ANYALYSIS			
Exhibit H	QUALITY DEFICIENCY REPORT			
Exhibit J	SAFETY ASSESSMENT REPORT			
Attachment 0001	HMMWV SPEC			
Attachment 0002	APPROVED KIT LIST			
Attachment 0003	ASL & INITIAL PUSH PACKAGE			
Attachment 0004	CLASSIFICATION OF INSPECTION & TESTS			
Attachment 0005	SIMULATED ENGINE RPMS			
Attachment 0006	HIGH TEMPERATURE CYCLES			
Attachment 0007	DUST TEST CONDITIONS			
Attachment 0008	PRICING MATRIX			
Attachment 0009	SAMPLE DELIVERY SCHEDULE			
Attachment 0010	PAST PERFORMANCE QUESTIONNAIRE			
Attachment 0011	HARDWARE DEMONSTRATION MATRIX			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-3	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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<b>Name of Offeror or Contractor:</b>		

(End of Provision)

K-4                      52.222-22                      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                      FEB/1999

The offeror represents that --

(a) It [    ] has, [    ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [    ] has, [    ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-5                      52.222-25                      AFFIRMATIVE ACTION COMPLIANCE                      APR/1984

The offeror represents that

(a) It [    ] has developed and has on file,  
[    ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [    ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-6                      52.223-13                      CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING                      AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[    ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[    ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[    ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[    ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:



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**Name of Offeror or Contractor:**

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

K-7                      52.225-18                      PLACE OF MANUFACTURE                      SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(End of provision)

K-8                      252.225-7020                      TRADE AGREEMENTS CERTIFICATE                      JAN/2005

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government

**Name of Offeror or Contractor:**

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
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(End of provision)

K-9            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-10	52.204-4007 (TACOM)	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE	MAR/2001
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(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

Name of Offeror or Contractor:

[End of Provision]

K-11	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-12	52.215-4010 (TACOM)	AUTHORIZED NEGOTIATORS	JAN/1998
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Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____

[End of Provision]

K-13	52.223-4002 (TACOM)	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	DEC/1993
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(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)

Name of Offeror or Contractor:

- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [ ]

have
- [ ]

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [ ]

have
- [ ]

have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

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(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-14	52.225-4003	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION	MAR/1990
	(TACOM)		

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [ ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) [ ] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-15	52.245-4004	CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY	JAN/1991
	ALT I		

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there [ ] is  
[ ] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

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- [ ] will
- [ ] will not
- [ ] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

- (a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:  
  
Evaluation factor: \$\_\_\_\_\_ \$\_\_\_\_\_
- (b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.
- (c) An evaluation factor entry is to be made only if:
  - (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
  - (2) The offer is predicated on authorized rent-free use of Government-owned property.
- (d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.
- (e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Proposal Instructions, Format and Content.

L.1.1.1 Proposal Instructions. The proposal should be accompanied by a cover letter (letter of transmittal) prepared on company letterhead to identify all enclosures being transmitted. Extreme care and attention should be given to ensure that all required items are included in the proposal.

L.1.1.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. Section M sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English and shall be in US dollars. Each section of the proposal shall be separable to facilitate review by the Government. Offers shall be submitted in both paper and electronic copies (including CDs). Offers submitted in hardcopy shall be clearly labeled to comply with the following format and quantities:

Volume		Paper	Electronic
<u>Number</u>	<u>Title</u>	<u>Copies</u>	<u>Copies (CDs only)</u>
I	Certification & Representations	1	1
II	Technical	2	2
III	Logistics	2	2
IV	Delivery	2	2
V	Price	2	2
VI	Past Performance & Small Business	2	2

L.1.2 Submission Address. Proposals, including Past Performance information, if not submitted earlier as requested below, shall be submitted to the address below at the time and date specified in Block 9 of Standard Form 33 (Page 1) of this solicitation:

U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-AQ-ABDG  
Bid Lobby, Bldg. 231  
6501 E. Eleven Mile Road  
Warren, MI 48397-0001

L.1.3 SPECIAL INSTRUCTIONS FOR PROPOSALS HANDCARRIED BY FOREIGN NATIONALS: Current security regulations require all packages and mail to go through a security screening process upon receipt at the installation. Offerors intending to use foreign nationals to hand carry its proposal are required to schedule a time for submission of its proposal with Jack Lingenfelter (Phone 586-574-8142) in order to be escorted on post to have the packages go through security for proper screening. Delays due to failure to schedule such deliveries in advance do not relieve the Offeror from meeting the required proposal submission date and time.

L.1.4 Late Submissions, Modifications, Revisions and Withdrawals of Offers. The rules for submitted proposals are outlined in FAR 52.215-1 and incorporated into this solicitation.

L.1.5 Electronic Copies.

L.1.5.1 Offerors must submit electronic copies (Compact Disks) and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HMTL documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible off-line.

(iv) Each proposal volume shall be submitted on a separate CD.

Note: The above formats may be submitted in compressed form using self-extracting files.

L.1.5.2 Acceptable Media. The Offeror must submit the electronic copies of the offer via CD ROM. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the Offerors name and address and contact phone number. Envelopes

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containing disks must be labeled in accordance with L.1.1.2.

L.1.5.3 Media Security Note. If the Offeror chooses to password protect access to the offer, the Offeror must provide the Password to TACOM before the closing date. Contact Jack Lingenfelter (Phone 586-574-8142) to arrange means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

L.1.5.4 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard unreadable offers:

(c) If any portion of a proposal received by the Contracting Officer electronically or by facsimile is unreadable; the Contracting Officer shall immediately notify the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR15.208.8(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

L.1.5.5 Offerors shall make every effort to ensure that their electronically submitted offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as unreadable per paragraph L.1.5.4 above.

L.1.6 Paper Copies. Paper copies of each separate volume shall be provided, clearly labeled and in a separate binder or folder. The paper copy shall be identical to the electronic proposal submission. Each page shall identify the appropriate volume and folder and be numbered. With the exception of drawings, paper pages shall be on standard 8.5 x 11 paper except for single fold-out pages (up to 17 x 11 allowed). The standard A4 European format in standard 2-ring binders is also acceptable. An index shall be provided with each section of each volume with reference to page numbers. Separate drawings may be submitted in electronic format. Specific formats and media of supporting data should be checked with the Government prior to submission to insure compatibility. IN THE EVENT OF A DIFFERENCE, THE PAPER VERSION SHALL TAKE PRECEDENCE OVER THE ELECTRONIC VERSION OF THE OFFER.

L.1.7 Proposal Submission Guidance. The Offerors proposal or offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.215-1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal. Proposals shall conform to the requirements of this solicitation. No alternative proposals will be considered in this procurement.

L.1.8 Demonstration AC Kits. In addition to your written proposal, the Offeror is required to deliver one (1) AC kit to TACOM LCMC and install it on an M114 Up-armored High Mobility Multipurpose Wheeled Vehicle (UAH).

L.1.8.1 The hardware demonstration will be conducted in accordance with Section M.5.3. The AC kit will be used to verify technical and logistics capabilities provided in the written proposals and allow the Government to assess levels of risk associated with meeting critical AC system performance requirements identified in your proposal.

L.1.8.2 The demo AC kits shall be subjected to the following demonstrations by the Government:

<u>Test</u>	<u>SOW Ref.</u>	<u>RFP Method</u>
Installation	C.4.4	E.9.1
Cooling Test	C.2.1.1	E.9.2
Electrical Current Draw	C.2.2.3	E.9.3
Integration	C.2.2	E.9.7
Space Claim	C.2.2	E.9.7

L.1.8.3 Offerors shall identify in writing the extent to which the submitted AC kit will be able to demonstrate compliance to the above tests in L.1.8.2. When presenting any test evidence it is necessary to identify and clearly document any differences between the tested system and the proposed system. Per L.1.8.6, Offerors shall provide an update of their technical description to the PCO prior to beginning M.5.3.2. These differences will be considered in the technical evaluation.

L.1.8.4 The Offeror will be required to deliver their demonstration AC kit with the submission of the written proposal at RFP closing date. This kit shall be delivered to:

TACOM LCMC  
6501 11 Mile Road  
Bldg 7, Mail Stop 118  
ATTN: Cynthia Motzenbecker  
PHONE: (586) 574 5598  
Warren, MI 48397-5000

It shall be packed using best commercial practices. Failure to deliver the demo hardware will result in rejection of your proposal.



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L.1.8.5 Pre-Demonstration. Prior to final installation of the AC kit, each Offeror will be allowed supervised access to an M1114 UAH for up to 7 working days (normal work week; normal duty hours 0700-1600). Each Offeror will be notified in writing by the PCO when the vehicle access period begins. During this time, the Offeror may install their AC kit onto a Government provided M1114 UAH; refine their kit configuration; and refine their installation instructions. PM LTVs M1114 UAH with integrated approved kits will also be on site for the Offerors examination only. The Offeror is allowed to have as many personnel on site as they want during this phase.

L.1.8.5.1 Configuration Changes. The Offeror may not substitute major components from those submitted initially to TACOM LCMC. These major components include: exchangers; compressors; condensers; expansion valves; driers; and fans. All changes must first be coordinated with the PCO prior to taking any actions which will permanently alter the M1114 (e.g. cutting holes over .13 diameter, panels, etc. into the body). Permanent changes to ducts, adapters, cables, and hoses may also be allowed after prior coordination with the PCO.

L.1.8.5.2 Offeror Personnel. It is encouraged that personnel be qualified technical representatives who are experienced in the installation, operation and support of their AC system. In addition, any Offeror personnel who will be handling the charging and recovery of refrigerant must be EPA certified in accordance with EPA Clean Air Act, Section 609, and a copy of the certification must be provided to the PCO prior to performing such activities at TACOM LCMC. The Offeror must report the amount of refrigerant involved in recovery, charging and release on a daily basis to the PCO.

L.1.8.5.3 Facilities and Tools. The Offeror shall bring tools to conduct this exercise. No Government tools or equipment shall be provided for use other than installation space. This includes any refrigerant, service equipment and expendable supplies. The M1114 UAH made available to the Offeror will not have refrigerant in the original installed system. The installation space shall be a bay in a Government building at TACOM LCMC. Power will be made available (110 VAC, 60Hz), but no internet or telephone connections will be available on base. The Offeror shall submit Material Safety Data Sheet (MSDS) sheets at time of written proposal submission for any supplies requiring such and that are not currently in the Army maintenance system.

L.1.8.5.4 Government Assistance. Government personnel will be on site to monitor the Offerors progress. However, they will not answer Offeror questions. Vehicle technical manuals shall be the responsibility of the Offeror.

L.1.8.5.5 Demonstration Preparation. After no more than 7 working days, the Offeror shall have no more than 3 working days to restore the M1114 original AC system components onto the vehicle. The Offeror shall remove their system and components and properly reinstall the original AC system per TM 9-2320-387-24, followed by Government inspection. The old system will not be recharged. At the end of this time period (NLT COB, 3 working days), the Offeror shall submit their installation instructions to the PCO.

L.1.8.6 Demonstration. At the beginning of the 11th working day of this effort, the Offeror shall submit any hardware changes they have made based on their Pre-Demonstration work, per the methods described in L.1.8.2 and attachment 4, table 1, Classification of Inspections and Tests. They shall also have their final configured demo hardware available on site for the demonstration.

L.1.8.6.1 Installation Demonstration. The installation demonstration shall be conducted in accordance with L.1.8.2. The Offeror will have a maximum of two personnel present during this event to conduct the installation. No other Offeror personnel may be present nor witness this event. These Offeror personnel will be qualified, as necessary, per paragraph L.1.8.5.2. The Offeror will conduct the entire installation of their system including removal of existing system parts, charging the system, and checking out of their system in accordance with their installation instructions. The Government will time this activity and will follow the progress per the installation instructions. The Offeror shall use their tools, equipment, and fluids in the installation. However, the Offeror may be questioned by Government personnel on the particular tool and its characteristics (similarity to current Government tools and equipment).

L.1.8.6.2 Integration and Space Claim Review. After completion of the installation demonstration, Government personnel shall review the installation for space claim and integration in accordance with L.1.8.2. The Offeror shall have no more than 2 personnel to answer questions on the installation. These Government questions will not be concerned with performance, but to gain understanding of what the Offerors configuration and installation entails should this not be readily apparent or demonstrated during the installation demonstration.

L.1.8.6.3 Reserved

L.1.8.6.4 Performance Demonstration. Performance demonstration will be conducted for the cooling test and the electrical current draw test in accordance with L.1.8.2. During this time, the Offeror shall have technical representatives available on an on-call basis since no Offeror personnel will be present at the performance demonstration.

L.1.8.6.4.1 Demonstration Issues.

L.1.8.6.4.1.1 Offeror Hardware. If there is an issue during the test that is due to the Offerors hardware, the Offeror will be informed of the issue, and an Item for Discussion (IFD) may be initiated. The Offeror will be allowed no more than 24 hours from the time of issue discovery, to resolve the issue (access typically only during normal duty hours). This may result in restarting the test on weekends and holidays. After resolution the demonstration will be resumed. Only a maximum of two restarts, regardless of the Offerors

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issues, will be allowed. Any parts exchanged to resolve the issue shall be identical to the part replaced. Only the maintenance facility will be available to the Offeror to resolve the issue. Failure to provide the technical and parts assistance within 24 hours may result in discontinuation of the test, return to the Offeror of the AC kit, and rejection of the proposal. The Offeror may be authorized admittance for technical service and support personnel at the test site when kit repairs are necessary.

L.1.8.6.4.1.2 Government Hardware. If there is an issue during the test that is due to the test vehicle or test equipment not traced to the Offerors systems integration, this will have no impact on the Offerors evaluation.

L.1.8.6.4.2 Data. Performance data and results will not be revealed to the Offeror. No other system performance data shall be provided to the Offeror except as listed above or via an IFD.

L.1.8.6.5 Post-Demonstration. After no more than 3 working days, the Offeror shall remove their hardware and capture the refrigerant per paragraph L.1.8.5.2, and restore the M1114 UAH vehicle back to the original configuration in accordance with TM 9-2320-387-24 (less adding refrigerant) Each Offeror must remove their hardware upon notification by the PCO. Failure to remove the hardware may result in not being considered for an award. The Offeror is responsible for packaging and shipping their hardware back to their facilities.

L.9 Proposal Content

L.9.1 Volume I Certification and Representation

In this volume Offerors will provide:

- a. The SF33 filled out. SIGNATURE: The SF33 must be signed and included electronically in your CD. Clearly label the CD ROM as described in paragraph L.1.5.2 above, adding the name and title of the signer representing the Offerors company, and then sign the LABEL itself.
- b. All applicable fill-in provisions from Section K of this solicitation.
- c. An affirmative statement that the Offeror proposes to meet all the requirements of RFP Section C.
- d. A statement of agreement to all the terms, conditions and provisions of this solicitation.
- e. For other than U.S. Small Businesses, a Subcontracting Plan in accordance with FAR 51.219-9 Small Business Subcontracting Plan, if required.

L.9.2 Volume II - Technical Factor

The technical proposal will consist of both the demonstration of the AC system and the written proposal. Clearly state in your written proposal, at the beginning of each technical sub-factor, the level of performance the demo AC kit provided to the Government will achieve and the level of performance to be provided in the proposed AC retrofit kit. The written proposal must address the modifications required to meet the performance for the proposed AC kit beyond that demonstrated by the demo AC kit.

L.9.2.1 Written Technical Proposals -The Offerors written proposal shall include system and major component specifications, descriptions, reliability data, test results, modeling and simulation results, and cooling, thermodynamic, and heat transfer discussion in order to verify that the proposed system will meet the stated performance levels.

There are two sub-factors in the Technical Factor.

- Sub-Factor 1: System Performance (ref C.2.1)
- Sub-Factor 2: Integration and Space Claim (ref C.2.2)

Sub-Factor 1: System Performance (ref C.2.1)

The Offerors written proposal shall include system and major component specifications and descriptions, test results, reliability data, modeling and simulation results, and cooling, thermodynamic, and heat transfer discussions in order to verify the proposed system will meet the stated performance levels for cooling and dust performance.

Sub-Factor 2: Integration and Space Claim (ref C.2.2)

The Offerors written proposal shall include general descriptions of AC kits component specifications, item descriptions, major components size and shape, and models or sketches, test results, and discussions of how, if any, existing M1114 AC components will be integrated into their system. Discussion should also address space claim, vehicle electrical system integration, electrical current draw and evidence supporting non-interference claims concerning the integration of their AC systems components with existing HMMWV mounted equipment and kits.

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L.9.3 Volume III Logistics Factor

The Offerors written proposal shall identify the time and tools required to install the AC system. The proposal shall also identify changes to the current M1114 Maintenance Allocation Chart (TM 9-2320-387-24-2) for the proposed system.

L.9.4. Volume IV Delivery Factor

L.9.4.1 Proposed Delivery Schedule

L.9.4.1.1 Delivery Factor shall provide the following:

(a) The offeror shall propose a schedule that will expedite the delivery of 13,132 each M1114 UAH AC retrofit kits. The Offerors proposed delivery schedule, used for evaluation purposes, will be incorporated as the delivery schedule in any resultant contract. The RFP's First Article Test requirement schedule identifies approval of First Article Testing 60 Days after the Date of Contract award (which is projected for 07 Dec 2007 for purposes of evaluation). See sample delivery schedule at Attachment 9 for format.

(b) Identify the proposed facility(ies) to be used in the performance of the contract and provide the dimensional size of all structures, storage areas, lots, test facilities, open areas and shipping and receiving areas at the facility(ies). Provide a milestone schedule for any new facility construction or leasing arrangements, and identify the size and capacity for the new facility and any impact that new facility construction or leasing arrangements may have on your proposed delivery schedule.

(c) Describe your proposed production facility(ies) lay-out to accommodate the maximum monthly production rate proposed. The lay-out should include a floor plan lay-out for each area used in your proposed production process (to include: receiving, machining, fabrication, assembly, inspection, shipping).

(d) Identify any key equipment and tooling required to accommodate a maximum monthly production rate specified in the proposal and provide milestones for availability of such equipment if not presently available.

(e) Identify and document any sub-contractor and teaming arrangements the offeror proposes to enter into in order to meet the proposed delivery schedule.

(f) Time Phased Critical Path. In support of the Offerors proposed delivery schedule for the AC retrofit kit quantity under CLIN 1001AA, provide a Time Phased Critical Path of key events necessary to ensure the timely delivery of AC retrofit kit production hardware:

1. Issuance of purchase orders for all major subcontracted material
  2. Receipt of subcontracted material
  3. Completion of in-house fabrication activity, if any
  4. Assembly
  5. Contractor in-house testing, if any
  6. Final AC kit preparation, Government Inspection and Acceptance

(g) For each AC kit component part with a lead time longer than 45 days, identify the projected supply source(s) and include verification of vendor commitment, from the projected supplier(s), of their intent to supply the component in the quantities required to support the offerors proposed delivery schedule (as included in your proposal response to (a).

L.9.5 Volume V Price

L.9.5.1 The Price Area shall include the prices for all CLINs as set forth in Section B of the solicitation. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars. Also provide a basis for establishing the proposed prices of all CLINs, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The above information must be in sufficient detail for the Government to evaluate the proposed prices to establish the reasonableness of the Offerors proposed prices per the applicable criteria in Section M. The Offeror shall complete and return Attachment 8 CLIN pricing matrix and Attachment 3 - ASL & IPP pricing matrixes with their proposal submission. The Government reserves the right to request more detailed price information if necessary. The Offeror shall provide the following information on a per unit basis:

1. Material Cost
2. Material Overhead
3. Touch Labor
4. Labor Overhead
5. Amortized Engineering
6. Amortized Testing Expense
7. Other Direct Costs (including non-material subcontracts)

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8. FCCM
9. G&A
10. Profit
11. Quantity unit price
12. Man-day rates (both CONUS and OCONUS)

L.9.5.2 Authorized Stockage List (ASL) and Initial Push Package (IPP) Parts Pricing. The Offeror shall identify, and include pricing and quantities for its proposed ASL and IPP CLINS for both the base year and first option year in accordance with C.4.12. The Offeror shall identify, in its proposed IPP and ASL parts lists, the items, prices, and quantities in Attachment 3 spreadsheets. Each increment of parts packages will have its own worksheet.

L.9.5.2.1 Authorized Stockage List (ASL). As required in C.4.12.1, the ASL parts will support the AC retrofit kit installation. The ASL will consist of parts that are to be stocked at each installation site where the M1114 AC retrofit kits will be installed. The ASL shall be able to support the projected number of AC retrofit kits that will be procured for both the base year and the first option year. The ASL will consist of assembly items, components, items that have a long lead time for procurement or items that may have a shorter than normal useful life span. The recommended ASL parts are to be based on vehicle density in increments of 50 vehicles (50 packages of each), 100 vehicles (25 packages of each), and 200 vehicles (10 packages of each).

L.9.5.2.2 Initial Push Packages (IPP). As required in C.4.12.2, the IPP parts will be required to support the unit vehicles that have had the AC retrofit kits installed. The Push Packages will consist of repair parts and spares to support the number of AC retrofit kits procured and installed for both the base year and the first option year. The recommended Push Packages are to be based on vehicle density in increments of 25 vehicles (100 packages of each), 50 vehicles (50 packages of each), and 100 vehicles (20 packages of each).

**L.9.6 Volume VI Past Performance and Small Business Participation Factor**

Offerors are strongly encouraged to submit the Past Performance sub-volume to Jack Lingenfelter by email at: \\*HYPERLINK "mailto:jack.lingenfelter1@us.army.mil" jack.lingenfelter1@us.army.mil 20 days prior to the proposal due date, but in any case no later than the date set for receipt of proposals. The Offer is responsible for providing the Past Performance Questionnaire at Attachment 10 to their five most recent and relevant points of contact prior to submission of their proposal. The specific input required is described below:

L.9.6.1 Sub-Factor 1: Past Performance: The Offeror is required to provide the following

L.9.6.1.1 Recent and Relevant Contract Information: The Offeror shall identify and submit no more than five of the most recent and relevant contracts. These contracts may include Federal, State, and local Government and commercial contracts. Recent contracts are those with any performance occurring approximately three years prior to the date this RFP was issued. Relevant contracts are those that are similar in scope to the requirements of this RFP.

L.9.6.1.2 For each of your recent and relevant past contracts, provide the following information:

- a. Contract Number and company or agency that awarded the contract.
- b. Narrative Description of the work scope and dollar value and a comparison with the work scope and anticipated dollar value of this solicitation.
- c. Contracting point of contact, technical point of contact for that customer, including their addresses, phone numbers, and email addresses.
- d. A discussion of any noteworthy quality, delivery, or customer satisfaction accomplishments or recognition.
- e. A discussion of any quality, delivery, or customer problems that occurred, how they were resolved, and steps taken to avoid similar problems in the future.

NOTE: If the point of contact does not speak English, it is the Offerors responsibility to have an interpreter present if this person is contacted by the Government.

L.9.6.1.3 Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems found in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a higher risk rating to your proposal, or reject your proposal if we do not receive the information requested.

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L.9.6.2 Sub-Factor 2: Small Business Participation

This provision applies to every Offeror (U.S. and non-U.S.), regardless of size status or location of headquarters.

L.9.6.2.1 All Offerors, including Offerors that are either (1) themselves small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns would be utilized as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19-102 for the applicable NAICS code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZones SBs), women-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges or universities and minority institutions (HBU and MIs).

L.9.6.2.2 If the prime Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the Offerors own participation, as a SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, HBCU, or MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent the prime Offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.9.6.2.3 Regarding small business concern participation, Offerors shall address anticipated subcontracting based on the Offeror receiving a single base year contract with option periods in the estimated quantities specified in Section L, Price Area. The Subcontracting Plan shall further be consistent with the Offerors projected work accomplishments as detailed in the Offerors proposal. The required information shall be identified in a table format substantially in accordance with the following example:

BASE YEAR	
BUSINESS CATEGORY	DOLLAR AMOUNT (ALL SUBCONTRACTS)*PERCENTAGE OF SB PARTICIPATION
	Total Subcontracting (LB+SB)\$43M100.0%SB\$10M23.3% (\$10M of \$43M)
SDB	\$2.15M5.0% (\$2.15M of \$43M)
WOSB	\$2.36M5.5% (\$2.36M of \$43M)
VOSB	\$0.3M0.7% (\$0.3M of \$43M)
SDVOSB	\$0.1M0.2% (\$0.1M of \$43M)
HUBZONE SB	\$1.0M2.3% (\$1.0M of \$43M)
HBCU & MI	\$0.15M0.4% (\$0.15M of \$43M)
*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime Offeror participation if the prime is a U.S. small business concern.	

L.9.6.2.4 All Offerors, regardless of size, are to provide (individually for the base year and each option year (if any), the names of the small business concerns (including the prime Offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e., SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, HBCU, or MI); a short description of the specific services to be provided or components to be produced by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows:

BASE YEAR NAME OF SMALL BUSINESS CONCERN	
SMALL BUSINESS CLASSIFICATION	
DESCRIPTION OF PRODUCT OR SERVICE	
TOTAL DOLLARS	SABC Co.SBWire\$0.50MABC Co.SBPlating\$0.75MABC Co.S, WOSB, VOSBCircuit Cards\$1.20M
As defined below, Offerors shall also provide the following:	

L.9.6.2.5 Offerors who ARE either: (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 51.21909, are to provide a description of their performance in complying with the requirements of FAR 52.2190-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms that have never held a contract incorporating FAR 52.219-9, shall so state.

L.9.6.2.5 All Offerors who ARE NOT either: (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9 shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

- a. a description of the Offerors performance, over the past three (3) calendar years, in complying with the requirements of FAR 52.219-8 (Note: If the Offeror has not performed a contract, over the past three (3) years, which included FAR 52.219-8, the offer shall so state)
- b. a description and available documentation of any methods or techniques used to promote small business participation
- c. any listings of U.S. small business concerns who are subcontracting candidates
- d. internal procedures used to monitor small business participation during contract performance, or
- e. any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

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\*\*\* END OF NARRATIVE L0001 \*\*\*

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	Regulatory Cite	Title	Date
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE - ALTERNATE I	OCT/1997
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	52.215-20	REQUIREMENTS OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV	OCT/1997

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

-1-

(End of clause)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a -1- contract resulting from this solicitation.

(End of Provision)

L-11	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Gary L. Tucker (586) 574-7154 \\*HYPERLINK "mailto:gary.tucker@us.army.mil"gary.tucker@us.army.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-12	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-13	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989
For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.			

L-14	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	DEC/2002
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(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-AQ-AMAD  
East 11 Mile Road  
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

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(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-15 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-16 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999  
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

L-17 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996



Name of Offeror or Contractor:

(TACOM) TOOLING

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

SECTION M EVALUATION FOR AWARD

**M.1 Basis of Award.**

a. Selection of Successful Offeror. The Government plans to award a firm fixed priced three year contract with two option years as a result of this solicitation. The objective is to acquire a significantly improved AC system for the M1114 Up-Armored HMMWV that provides the Best Value to the Government when evaluated in accordance with the criteria described below. The Best Value process is a process to select the most advantageous Offeror considering price and non-price factors.

b. Evaluation. The Government will weigh the merits and risks in Technical, Logistics, Delivery, Price, Past Performance and Small Business Participation as part of the Best Value determination, the relative strengths, weaknesses and risks of each Offeror's proposals shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government. There shall also be a hardware demonstration to provide input into the evaluation. Contractors will also be subject to a Determination of Responsibility in order to be eligible for award. Details for the Determination of Responsibility and Trade-offs are set forth below.

**M.2. Rejection of Offers:**

M.2.1. Offerors must carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer. The circumstances that may lead to the rejection of a proposal are:

a. The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

i. when a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.

ii. a proposal fails to provide any of the data and information required in Section L.

iii. a proposal provides some data but omits significant material data and information required by Section L.

iv. a proposal merely repeats the contract Scope of Work without elaboration.

v. failure to provide necessary hardware and support for the hardware demonstration per Section L requirements.

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low price or unrealistic in terms of technical or schedule commitments.

c. Contains any unexplained significant inconsistency between the proposed effort and price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

d. Is unbalanced as to price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each basic and option year.

e. Is unaffordable

f. Offers a product or service that does not meet all stated material requirements of the solicitation.

M.3 Risk Assessment. The Government will assess the risks (proposal risk and performance risk) of the Offerors proposal. It is important to distinguish the difference between proposal risk and performance risk.

M.3.1 Proposal Risks. Proposal Risks are those risks associated with an Offerors proposed approach in meeting the Governments requirements. Proposal Risk is assessed by the SSEB and is integrated into the assessment of the Technical, Logistics, Delivery, and Price Factors.

M.3.2 Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offerors record of past performance. Performance Risk will be assessed by the SSEB in the Past Performance Sub-factor.

M.4 Determination of Responsibility. Per FAR 9.103, contracts will be placed with only contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the Offerors financial and

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management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors or their significant subcontractors (defined as any subcontract dollar value in excess of \$5,000,000 per year or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- (2) ask you to provide financial, technical, production, or managerial background information. If you dont provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

**M.5 Evaluation and Source Selection Process**

**M.5.1 Evaluation Process.** Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and hardware demonstration results, against the solicitation requirements and the evaluation criteria described in Section M herein. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

**M.5.2 Discussions.** This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternate 1) in Section L which advises the Government intends to conduct discussions with Offerors in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306 (b), (c), and (d). Since written and oral discussions are limited prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

**M.5.2.1 Forum and Timing of Discussions.** If you are in the Competitive Range you may be sent written exchanges (called Discussions after establishment of a Competitive Range) regarding specific aspects of your proposal. Discussions may also be conducted via telephone conference or, in some cases, may take the form of face-to-face meetings with the PCO and the evaluation team. It is important for you to respond to any Discussions in the time frame identified. If you have missed a specified Discussion response time frame, the Government may evaluate your proposal as is, without any further information. If you do not understand a Government Discussion issue, contact the Procuring Contracting Officer (PCO) to obtain clarification. All responses to Discussions, to include any resulting proposal revisions, must be provided to the PCO in writing. The PCO will notify all Offerors that discussions are closed and provide each Offeror remaining in the Competitive Range the opportunity to submit a Final Proposal Revision (FPR).

**M.5.3 Hardware Demonstration.** As part of the proposal evaluation, Offerors will be required to submit an AC kit for installation and evaluation by the SSEB.

**M.5.3.1 Pre-Demonstration.** Per Section L, Offerors will be required to have their AC system at TACOM LCMC with the submission of the written proposal. When notified by the PCO, the Offeror shall have no more than 7 working days (normal duty hours 0700-1600) to install their system onto an M1114, refine their kit configuration, and refine their installation instructions. During this time, the Offeror is not limited to the number of personnel to assist in the effort; must bring their own tools; and must first coordinate with the PCO prior to taking any actions which will permanently alter the M1114 (e.g. cutting holes, panels, etc. into the body exceptions noted in L.1.8.5.1). During this effort, Government personnel will be available to monitor the progress, but will not be allowed to respond to any questions (all questions shall be referred to the PCO). PM LTVs M1114 UAH with the current integrated systems will also be available for examination.

At the end of this period, the Offeror shall have no more than 3 working days to remove their system and components, and reinstall the old AC system per TM 9-2320-387-24. The old system will not be recharged. The Offeror shall submit their final draft installation instructions to the PCO at the Close of Business (COB) of the last working day.

**M.5.3.2 Demonstration.** At the direction of the PCO, the Offeror shall perform the installation demonstration of their system onto the M1114 per L.1.8.6.1 and Attachment 4, Table 1 Classification of Inspections and Tests. Prior to the removal of the old parts and installation of the new AC system, the Offeror shall provide updated technical documentation on changes to minor hardware they have made to their system. The Offeror will then be timed and evaluated by Government witnesses on the entire installation of their system including removal of existing system parts as necessary, charging the system, and checking out of their system in accordance with their installation instructions using no more than 2 personnel. No other Offeror personnel shall be present. Upon completion of the installation and charging of the system by the Offeror, Government personnel shall perform the integration and space claim review per L.1.8.6.2. Following this evaluation, the vehicle shall be instrumented, and placed into a heat chamber to be performance demonstrated per L.1.8.6.4 for the Cooling and Electrical Current Draw tests.

If there is an issue during the test that is due to the Offerors hardware, the Offeror will be informed of the issue via an Item for Discussion (IFD). The Offeror will be allowed no more than 24 hours from the time of issue discovery to resolve the issue (access typically only during normal duty hours). This may result in restarting the test on weekends or holidays. After resolution the demonstration will be resumed. Only a maximum of two restarts, regardless of the Offerors issue, will be allowed. Any parts exchanged

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to resolve the issue shall be identical to the part replaced.

If there is an issue during the test that is due to the test vehicle or test equipment not traced to the Offerors systems integration, this will have no impact on the Offerors evaluation.

M.5.3.3 Post-Demonstration. Within 3 working days after completion of the demonstration, the Offeror shall remove their hardware and capture the refrigerant per paragraph L.1.8.5.2, and restore the M1114 UAH vehicle back to the original configuration in accordance with TM 9-2320-387-24 (less adding refrigerant). Each Offeror must remove their hardware upon notification by the PCO. Failure to remove the hardware and restoring the vehicle, may result in not being considered for an award. The Offeror is responsible for packaging and shipping their hardware back to their facilities.

\~M.6 Source Selection Criteria and Relative Importance

M.6.1 Evaluation Process: The evaluation of proposals in response to this solicitation will assess the proposals and select the most advantageous offer to achieve requirements and objectives.

M.7 Evaluation Criteria

M.7.1 Best Value Evaluation

a. To determine the best value the following factors will be evaluated:

1. Technical
2. Delivery
3. Logistics
4. Price
5. Past Performance and Small Business Participation

b. The Technical factor is significantly more important than the Delivery factor. The Delivery factor is more important than the Logistics factor. The Logistics factor is more important than the Price factor. The Price factor is more important than the Past Performance and Small Business Participation factor. When combined, the Technical, Delivery, Logistics, and Past Performance and Small Business factors are significantly more important than the Price factor.

c. The Price Factor and non-Price Factors of each proposal will be evaluated. The non-price factors combined are significantly more important than Price. However, the closer the Offerors' evaluations are in the non-price factors, the more significant Price becomes in the decision. The fact that Price is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when an otherwise superior proposal is unaffordable; or 3) when advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.7.1.1 Technical Factor.

M.7.1.1.2 Evaluation of Technical Requirements. The Government will assess the risk of the Offerors proposed configurations ability to meet the requirements defined in Section C. This risk will be assessed based on the offerors written proposal, as well as the hardware demonstration results. The evaluations of the Objective requirements will be reflected in the rating for the sub-factor under which the Objective requirements fall. Consideration may be given for proposed and demonstrated performance above the Threshold level up to the Objective level of performance. Any performance above the Objective level may be used to reduce the Offerors risk of meeting the Objective.

Table M-1 Objective performance requirements for Technical Factor:

Element	PD Paragraph	Requirement	Threshold	Objective
Cooling	C.2.1.1	Cooling from 120o F and Solar Loading, All Engine speeds	90oF	80 F
Space Claim	C.2.2.1	Space Claim	No Interference	Less than M1114
Electrical Current Draw	C.2.2.3	Electrical Current Draw	40 A	25 A

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M.7.1.1.3 The Offerors technical approach will be assessed in each of the sub-factors described below. The threshold performance levels specified in the C.2 represent the Governments minimum requirement and must be met.

M.7.1.1.4 Reserved.

M.7.1.1.5 The Technical evaluation will be based on information received in the written proposal, and as validated by the AC Kit demonstration. The Technical factor has two sub-factors: Sub-factor 1, System Performance (ref C.2.1), which is significantly more important than Sub-factor 2, Integration and Space Claim (ref C.2.2).

Sub-factor 1: System Performance

The Offerors proposal will be evaluated and an assessment made of the probability that the Offeror will achieve the proposed level of cooling and dust performance as defined in C.2.1.1 and C.2.1.2, respectively. Offerors will be provided additional evaluation credit for exceeding the required cooling performance up to the objective requirement. Cooling performance data gathered during the hardware demonstration will also be used in this assessment.

Sub-factor 2: Integration and Space Claim

The Offerors proposal will be evaluated and an assessment made of the probability that the Offerors proposed AC Kit will be able to be successfully integrated, will achieve compatibility with the M1114 UAH and its associated kits, and will achieve the electrical current draw performance proposed by their system. Offerors will be provided additional evaluation credit for exceeding the threshold requirements up to the objective requirements in C.2.2. Evaluator review and assessment gathered during the hardware demonstration will also be used in this assessment.

M.7.2.2 Logistics Factor. The Offerors Logistics proposal will be evaluated based on the information provided in the proposal and as demonstrated during the hardware demonstration. Installation times shall be assessed against the requirements in C.4.4.1 during hardware demonstration.

M.7.2.3 Delivery Factor.

M.7.2.3.1 Delivery Factor. The Delivery factor will assess the offerors proposed delivery schedule, for the quantity of 13,132 each M1114 UAH AC retrofit kits from the standpoint of risk and the extent to which it expedites the delivery of AC kits from the date of award (07 Dec 2007 for the purposes of evaluation). For evaluation purposes, the greater the extent to which the Offerors proposed delivery schedule, for the AC kit quantity, extends out beyond the projected date of contract award (07 Dec 2007 for purposes of evaluation), the more unfavorably the Offeror will be rated. Therefore, the offeror whose proposed deliveries are completed first would be considered the most favorable. The Delivery factor will assess the risk of the Offeror being able to produce and deliver the required hardware in accordance with the proposed delivery schedule (Attachment 9), based on an evaluation of the thoroughness, completeness, and reasonableness of the proposed Time Phased Critical Path, Facilities, Key Tooling & Equipment, and Production approach. A production capability that currently exists and is producing items the same or similar to the M1114 UAH AC retrofit kits offered at a rate meeting the contract requirements will be considered a lower risk than a proposed production capability that does not currently exist.

M.7.2.4 Price Factor. The Price evaluation will consider the total evaluated price, to include all priced CLINs (as shown in Attachments 3 & 8) and their options, plus the Governments estimated of the associated transportation cost of shipping basic and option year quantities to the Government sites as shown below. The assessment of the total evaluated price will include consideration of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business

M.7.2.4.1 Transportation costs for the M1114 UAH UAHAC retrofit kits shall be calculated on the following basis:

- (a) 30% of CLIN quantities to Charleston, SC.
- (b) 70% of CLIN quantities to Dover, DE.

M.7.2.4.2 Affordability. Contract price can also play a role in the Governments evaluation of the affordability of an Offerors proposal. An Offeror may not receive an award if its proposal is unaffordable.

M.7.2.5 Past Performance and Small Business Participation Factor. The Offerors Past Performance and Small Business Participation submission will be assessed a risk based on the information provided by the Offeror and obtained from independent sources. This factor is broken into two sub-factors: Past Performance and Small Business Participation. Both the sub-factors are equal in importance.

M.7.2.5.1 Sub-Factor 1 - Past Performance. Past Performance will be evaluated as follows:

M.7.2.5.1.1 The assessment of Past Performance will be based on the Offerors past record of contract performance, of contracts performed within the last three years, as it relates to the probability that the Offeror will successfully accomplish the required

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effort. The assessment will consider technical, delivery and customer satisfaction.

M.7.2.5.1.2 Significant achievement, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as Unknown Risk, which is neither favorable nor unfavorable.

M.7.2.5.1.3 In evaluating each Offerors delivery schedule compliance, the Government will look at the Offerors delivery performance, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.7.2.5.1.4 Additionally, the Offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the Offeror.

M.7.2.5.2 Sub-Factor 2 - Small Business Participation

M.7.2.5.2.1 The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars that the Offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, HBCU, or MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime Offeror (or joint venture partner or teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.7.2.5.2.2 The evaluation will include the following:

a. the extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the Offeror if it is a U.S. small business concern);

b. the complexity of the items and services to be furnished by U.S. small business concerns;

c. an assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8&9 (as applicable to the Offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the Offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8&9; and (c) Offerors are advised that they will be evaluated, under the Small Business Participation Sub-factor, based upon the risk, and extent, of the Offeror credibly achieving the Governments goals for U.S. small business concern participation. The statutory U.S. Government goals for small business participation are: 23% small business, 5% small disadvantaged business, 5% woman-owned small business, 3% HUBzone small business, 3% veteran-owned small business and 3% service disabled veteran-owned small business. Goals for evaluation include: (1) U.S. small business concern participation of 23% or more; (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items and services of extreme complexity.

\*\*\* END OF NARRATIVE M0001 \*\*\*

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

rIf the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-3	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-4	52.247-4015 (TACOM)	EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN)	SEP/2006
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We will compute and identify transportation costs for the basic quantity only.

[End of Provision]

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**ATT/EXH ID** Exhibit A

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